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JAN 8 2003

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JAN - 8 2003

MARCIAL DAVIS,

)
)

Plaintiff,)

)

CIVIL ACTION FILE

v.

)

NO. 1:01-CV-1716-CC

WORLD CHAMPIONSHIP WRESTLING, INC.,)

TURNER SPORTS, INC., and)

TURNER BROADCASTING SYSTEM, INC.,)

)

Defendants.)

By: *Deputy Clerk*
Deputy Clerk

DEFENDANTS' NOTICE OF FILING APPENDIX

Defendants Universal Wrestling Corporation (f/k/a World Championship Wrestling, Inc.), Turner Sports, Inc. and Turner Broadcasting System, Inc. (collectively "Defendants") hereby serve notice that they are filing herewith in the above-captioned case an Appendix containing copies of relevant deposition testimony and exhibit documents in support of Defendants' Motion for Summary Judgment filed with this Court.

This 8th day of January, 2003.

Evan H. Pontz

JOHN J. DALTON
Georgia Bar No. 203700
JAMES A. LAMBERTH
Georgia Bar No. 431851
ERIC A. RICHARDSON
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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MARCIAL DAVIS,)
)
 Plaintiff,)) CIVIL ACTION FILE
 v.)) NO. 1:01-CV-1716-CC
)
 WORLD CHAMPIONSHIP WRESTLING, INC.,)
 TURNER SPORTS, INC., and)
 TURNER BROADCASTING SYSTEM, INC.,)
)
 Defendants.)

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of
DEFENDANTS' NOTICE OF FILING APPENDIX upon the interested
parties by hand delivery to:

Cary Ichter
Kelly Jean Beard
Charles Gernazian
Michelle M. Rothenberg-Williams
MEADOWS, ICHTER AND BOWERS, P.C.
Fourteen Piedmont Center, Suite 1100
3535 Piedmont Road
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This 8th day of January, 2003.

Evan H. Pontz
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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EDUCATIONAL
M.L.D.C. Atlanta

JAN 08 2003

LUTHER D. THOMAS, Clerk
By: *Chesser*
Deputy Clerk

APPENDIX OF DEPOSITION EXCERPTS AND EXHIBITS

INDEX

1. Deposition of Dewayne E. Bruce
2. Deposition of Marcial Davis
3. Deposition of Joseph N. Hamilton
4. Deposition of James A. Morrison
5. Deposition of Paul Orndorff



EXHIBIT / ATTACHMENT



(To be scanned in place of tab)

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF GEORGIA
3 ATLANTA DIVISION
4 Davis v. World Championship Wrestling, Inc. and Turner
5 Sports, Inc., Civ. File No. 1-00-CV-1716-CC;
6 Saengsiphon v. World Championship Wrestling, Inc. and
7 Turner Sports, Inc., Civ. File No. 1-00-CV-1719-CC;
8 Speight v. World Championship Wrestling, Inc. and
9 Turner
10 Sports, Inc., Civ. File No. 1-00-CV-1718-CC;
11 Worthen v. World Championship Wrestling, Inc. and
12 Turner
13 Sports, Inc., Civ. File No. 1-00-CV-1717-CC;
14 Reeves v. World Championship Wrestling, Inc. and Turner
15 Sports, Inc., Civ. File No. 1-00-CV-1720-CC;
16 Easterling v. World Championship Wrestling, Inc. and
17 Turner Sports, Inc., Civ. File No. 1-00-CV-1715-CC;
18 Onoo v. World Championship Wrestling, Inc., and Turner
19 Sports, Inc., Civ. File No. 1:00-CV-0368-CC;
20 Norris v. World Championship Wrestling, Inc., and
21 Turner
22 Sports, Inc., Civ. File No. 1:00-CV-0369-CC;
23 Walker v. World Championship Wrestling, Inc., and
24 Turner
25 Sports, Inc., Civ. File No. 1:00-CV-0367-CC;
14 Patterson v. World Championship Wrestling, Inc., Turner
15 Sports, Inc. and Turner Entertainment Group, Inc.,
16 Civ. File No. 1:01-CV-1152-CC

17 DEPOSITION OF DEWAYNE E. BRUCE

18 NOVEMBER 01, 2002

19 Premier

20 RECORDED
21 BY

22 CERTIFIED COURT REPORTERS

23 The Pinnacle, Suite 500 • 3455 Peachtree Road, N.E. • Atlanta, Georgia 30326 • www.premierprt.com

24 404-237-1990

25 800-317-5773

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1 know, just in general -- they wouldn't give you
2 specific stuff. They would just say work on his
3 agility or whatever, you know.

4 Q And in general before a particular match,
5 do you remember them mentioning anything about what to
6 work on for Hardbody?

7 A Not right offhand. I don't recall.

8 Q Okay. Sorry I jumped around a little bit.
9 Let's go back to Darron Easterling. Did you ever watch
10 him wrestle in a WCW event?

11 A Right now I don't recall.

12 Q And how did you compare Easterling with
13 let's say Chase Tatum?

14 A They are just two completely different
15 guys, you know, so their attributes are going to be
16 different.

17 Q How about Chuck Palumbo?

18 A I would say -- I mean right now in my
19 mind it's hard to compare them.

20 Q Okay. Now let me ask you about Marcial
21 Davis. Do you remember him?

22 A Yes, sir.

23 Q And how did you evaluate him?

24 A Marcial was a big guy and he moved pretty
25 well. Sometimes he was sporadic about coming to

1 school. He had missed some here and there but he was
2 okay. He was pretty good.

3 Q And do you remember whether or not he
4 actually got a contract to wrestle?

5 A I don't know.

6 Q You don't remember that?

7 A I don't remember.

8 Q How did you -- how would you evaluate
9 Marcial Davis compared to Chuck Palumbo?

10 A They both had their own attributes, you
11 know, that -- I would say Chuck was a little more
12 fluid and stuff about his work, you know, but that's
13 about it.

14 Q Can you give me any other details?

15 A Just how fast he picked it up. Marcial
16 sometimes didn't -- you would have to go over things
17 more with him than -- but that's everybody. Everybody
18 is going to have little hangups here and there, you
19 know.

20 Q How about The Wall, comparing Marcial Davis
21 with The Wall?

22 A They were both similar size. Jerry is
23 definitely a better wrestler than him but Jerry has
24 been wrestling a while.

25 Q And why do you say he's a better wrestler?

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1 A Like I say, he's been wrestling a while
2 so he's going to become better. If one guy leaves the
3 school or whatever, whatever reason -- if you work
4 four days a week or whatever, you are going to get
5 better than me if I work once, you know.

6 Q Okay. Well, I understand that but what
7 specifically made him better? I understand you saying
8 he had a lot more experience.

9 A Yeah, just his work, you know, just
10 because he had more experience.

11 Q How about Lash LaRue, is he as big as
12 Marcial Davis?

13 A No.

14 Q Could you compare the two?

15 A No, Lash had definitely -- you know, it
16 all comes down to experience here because Davis, he
17 didn't have the mic skills that Lash had. Lash was a
18 little faster, you know.

19 Q So it sounds like what you are saying is
20 that some of these guys like The Wall had the
21 experience, they were given the opportunities to
22 practice and that made them a lot --

23 A Well, Jerry already worked before he came
24 down. He already worked smaller independent shows.

25 Q No, I understand but what I am saying is it



EXHIBIT / ATTACHMENT

2

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1 IN THE UNITED STATES DISTRICT COURT
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ATLANTA DIVISION

4 Davis v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-1716-CC
5 Saengsiphon v. World Championship Wrestling, Inc.,
Turner Sports, Inc., Civ. File No. 1:00-CV-1719-CC
6 Speight v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-1718-CC
7 Worthen v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-1717-CC
8 Reeves v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-1720-CC
9 Easterling v. World Championship Wrestling, Inc.,
Turner Sports, Inc., Civ. File No. 1:00-CV-1715-CC
10 Onoo v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-0368-CC
11 Norris v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-0369-CC
12 Walker v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-0367-CC
13 Patterson v. World Championship Wrestling, Inc.,
Turner Sports, Inc., and Turner Entertainment
Group, Inc., Civ. File No. 1:01-CV-1152-CC

16 VIDEOTAPED DEPOSITION OF MARCIAL DAVIS ARCHBOLD
17 MARCH 12, 2002
18 10:00 a.m.

25 CERTIFIED COURT REPORTERS
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404-237-1990

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1 Q And you saw a number on a TV. Tell me
2 about that.

3 A An ad that said you want to become a
4 professional wrestler in this industry with WCW, call
5 the number and to schedule your tryout date.

6 Q Where were you living when you saw that
7 ad on TV? Was that in Miami that you saw that?

8 A No.

9 Q You had already moved to Atlanta?

10 A Yes, sir.

11 Q So you did try out; is that correct?

12 A Yes, sir.

13 Q I'm going to have you identify this
14 document.

15 (Whereupon, the court
reporter marked
16 Defendant's Exhibit 1 for
identification.)

17

18 Q BY MR. RICHARDSON: Mr. Davis, would you
19 take a look at what I've handed you as Exhibit 1.
20 Tell me if you recognize this document.

21 A Yes, sir.

22 Q Says at the top, waiver and release of
23 liability form. Do you recall signing this at about
24 the time you tried out for WCW?

25 A Before tryouts. Yes, sir.

1 Q Was that the same day you tried out?

2 A Same day.

3 Q And is that your signature at the bottom?

4 A Yes, sir.

5 Q And that was your address at the time
6 that you signed it?

7 A Yes, sir.

8 Q Now, this was your first experience of
9 any kind with professional wrestling; is that right?

10 A Yes, sir.

11 Q What did they have you do at the tryout?

12 A Tryouts is they have you do a lot of
13 exercise concerning wrestling and a lot of endurance
14 and strength exercise.

15 Q When you went to try out how many people
16 other than you were there trying out would you
17 estimate?

18 A I don't remember.

19 Q Do you think it was more than 50?

20 A No, sir.

21 Q Do you think it was more than 20?

22 A No, sir.

23 Q More than ten?

24 A I really don't remember, but it is -- I
25 don't remember.

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1 Q Did you agree to come back at that time?

2 A Yes, sir.

3 Q Was there any discussion at that point
4 about what the training would entail or how long it
5 would be or what the cost would be?

6 MR. GERNAZIAN: Objection. Compound.

7 THE WITNESS: Can you repeat?

8 Q BY MR. RICHARDSON: Was there any
9 discussion about how long the training would be?

10 A How long it would be?

11 Q Yes.

12 A They did not say.

13 Q Any discussion about what cost there
14 might be?

15 A Yes, sir.

16 Q Who talked to you about cost?

17 A Mr. Jody Hamilton.

18 Q What did Mr. Hamilton tell you about
19 cost?

20 A He say to become a professional wrestler
21 you have to pay \$3,000.

22 Q Did you pay \$3,000?

23 A No, sir.

24 Q Did you pay anything?

25 A Yes, sir.

1 Q How much did you pay?

2 A I don't remember, but it was over half.

3 Q Did you pay any amount before you
4 actually started training?

5 A Yes, sir.

6 Q How much did you pay up front?

7 A I don't remember.

8 Q Did you pay some up front and then some
9 over time?

10 A Yes, sir.

11 Q Who made the decision to invite you to
12 become a trainee?

13 A Can you repeat that question?

14 Q Do you know who from WCW made the
15 decision to invite you to become a trainee?

16 A Yes, sir.

17 Q Who made that decision?

18 A Trainers and Mr. Jody Hamilton.

19 Q You understand that that was a collective
20 decision on their part? Or was there one person in
21 charge?

22 A I don't know.

23 Q Out of the people who were there when you
24 tried out were there any others invited to become
25 trainees?

Page 23

1 A I don't know.

2 Q You don't recall any one person who was
3 invited to become a trainee?

4 A I don't know.

5 Q How long after your tryout did you start
6 training?

7 A I don't remember, but I know it was
8 shortly.

9 Q You say shortly. Was it days, weeks?

10 A Weeks.

11 Q A few weeks?

12 A I believe. Two or three weeks.

13 Q Tell me the best you can remember what
14 you did the first day you came in to train.

15 A Another tryout.

16 Q And how long did this tryout last?

17 A It was just like the first time, three
18 days.

19 Q And who conducted the tryout from WCW's
20 side?

21 A Trainers, Duane, Sarge, Mike Wenner, and
22 others -- other trainees from WCW.

23 Q Before you started the training did
24 anyone from WCW tell you anything about what your
25 chances were of becoming a professional wrestler?

1 A Can you repeat that?

2 Q Before you started your training when you
3 were invited to become a trainee, did anyone from WCW
4 talk to you about what your chances would be of
5 becoming a professional wrestler?

6 A Yes, sir.

7 Q Who talked to you about that?

8 A Mike Wenner.

9 Q Anyone else?

10 A No, sir.

11 Q What did Mike Wenner tell you about your
12 chances?

13 A It was actually one day before the
14 training. He told me, you have the height, you have
15 the weight, you look like you're in shape. He say, I
16 know you can do it. Come prepared tomorrow for the
17 tryout.

18 Q Did anyone promise you that you would be
19 a professional wrestler?

20 A No, sir.

21 Q So you understood there was no guarantee
22 that you would become a successful pro wrestler?

23 A Yes, sir.

24 Q When you first began your training I
25 think you said you started out with another three-day

Page 25

1 tryout?

2 A Yes, sir.

3 Q And what happened after that?

4 A We had to show up in the morning, every
5 morning at nine o'clock -- that was the time the
6 school opened -- until 5:00 p.m. every day from
7 Monday through Friday.

8 Q Someone from WCW told you you had to show
9 up?

10 A Trainers.

11 Q That was Sarge and Mike Wenner?

12 A Yes, sir.

13 Q Do you have an understanding of what
14 would happen if you didn't show up on a particular
15 day or at the right time?

16 A No, sir.

17 Q On an average day would you have breaks
18 during the day?

19 A We have -- yes. Yes, sir.

20 Q Do you break for lunch?

21 A Yes, sir.

22 Q About how much of that nine to five,
23 that's an eight-hour time frame. On an average day
24 how many hours would you say would actually be spent
25 wrestling, training?

1 A It depends how the trainer feel that
2 particular day.

3 Q What would be the variation that if the
4 trainer felt -- if the trainer felt like -- I'm not
5 sure I understand.

6 A Can you ask me that question again.

7 Q The actual hours you spent wrestling in a
8 given day, as I understand it, depended on how the
9 trainer felt that day?

10 A Uh-huh.

11 Q If the trainer wasn't actually -- if you
12 weren't actually wrestling or training to wrestle
13 what other things would you do during the day?

14 A Clean the warehouse, take the mats off
15 the rings, put new mats, adjust it, and equip the
16 ring for the work during the daytime.

17 Q Were there days where you didn't wrestle
18 or train at all?

19 A Yes, sir.

20 Q How often did that happen?

21 A Repeat that question, please.

22 Q How often would it be that you would have
23 a day where you didn't wrestle or train at all?

24 A Two days of the week, sometimes three.

25 Q Tell me, if you could, in an average

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1 week -- we've got, looks like roughly 40 hours a
2 week. How much of the 40 hours would you estimate
3 was spent training?

4 A Can you define training?

5 Q Doing your -- well, let me ask it this
6 way. Let me ask it this way first: As a trainee,
7 other than the work you did setting up and the rings
8 and cleaning up, what sort of activities did you do?

9 A Stretching, warming up sessions, run,
10 cardiovascular exercise, weight training, and actual,
11 actual moves; trained, you know, to learn the moves.

12 Q Anything else that you recall?

13 A And lots of squats and neck arches, back
14 arches, neck exercise, things like those.

15 Q So you did -- there were physical
16 exercises. That was a component?

17 A Yes.

18 Q And there was a learning wrestling part
19 of it; is that right?

20 A Yes, sir.

21 Q Now, going back to my earlier question
22 how -- in a 40-hour week on average how much of that
23 40 hours was spent doing the physical exercises and
24 the learning wrestling?

25 A I would say like 20 hours, between 20 and

1 25.

2 Q Then the other part of that time would be
3 spent doing work around the warehouse or --

4 A Cleaning. Just according to the day and
5 which show was taking place in the other cities. So
6 everything would leave the power plant, and we were
7 the one who help to do the job.

8 Q If there was a show outside of the city
9 what specifically did the trainees have to do?

10 A Go to the storage room, select mats and
11 select ropes for the ring, posts, and load the truck.

12 Q When you first began your training how
13 many other wrestlers were there, trainees?

14 A I don't remember.

15 Q Do you think it was more than 20?

16 A I would say approximately.

17 Q About 20?

18 A I don't know.

19 Q Were there other African-American
20 trainees when you first started?

21 A Yes, sir.

22 Q How many?

23 A I don't remember.

24 Q Do you remember the names of any
25 African-Americans that you trained with?

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1 A Yes, sir.

2 Q Did Caucasian wrestlers have to clean the
3 warehouse and set up and take down the ring?

4 A Yes, sir.

5 Q While you were training were you ever
6 graded or evaluated?

7 A Yes, sir.

8 Q By who?

9 A The trainers and Mr. Jody Hamilton.

10 Q And how often were you graded or
11 evaluated?

12 A Three times that I know of.

13 Q So during the entire time that you
14 trained you were evaluated about three times as best
15 as you can recall?

16 A Yes, sir.

17 Q Okay. And what did the evaluation
18 consist of?

19 A Go out in the ring and perform.

20 Q And after you performed was the results
21 of your evaluation communicated to you?

22 A Yes, sir.

23 Q Do you recall if it was in writing?

24 A No, sir.

25 Q You don't recall, or it wasn't in

1 writing?

2 A It wasn't in writing.

3 Q Okay. Tell me the best as you can recall
4 what you were told after your first evaluation.

5 A They told me I did a good job, and they
6 told me points where -- things not to do and things
7 to do to get better.

8 Q Who told you those things?

9 A Mr. Hamilton.

10 Q The next evaluation, do you recall about
11 how long a period of time it was between your first
12 and your next evaluation?

13 A I don't remember.

14 Q Tell me the best as you can remember what
15 you were told at the next evaluation.

16 A Real good.

17 Q Anything else you recall being told
18 specifically?

19 A No, sir. No, sir.

20 Q And who told you that?

21 A The trainers.

22 Q All of them? Or was there some specific
23 trainer who communicated that to you?

24 A Mike Wenner.

25 Q The next time that you were evaluated do

1 a sign-in sheet?

2 A Yes, sir.

3 Q Did you sign in the time that you
4 started?

5 A Yes, sir.

6 Q And did you sign in the time that you
7 left?

8 A Yes, sir.

9 Q Other than the ring equipment and the
10 weight training equipment did WCW provide you with
11 any equipment to use in your training?

12 A No, sir.

13 Q Did they provide you with any clothes?

14 A No, sir.

15 Q Did you have a ring name or character?

16 A Yes, sir.

17 Q What was your ring name?

18 A Mercenary.

19 Q How did you come up with the character
20 Mercenary?

21 A I've always loved the work soldiers do
22 for the country and people who, you know, fight for
23 the country and nobody don't know about it.

24 Q Have you ever had any military training?

25 A No, sir.

1 (Whereupon, the court
2 reporter marked
3 Defendant's Exhibit 4 for
identification.)
4

5 Q BY MR. RICHARDSON: Handing you what's
6 been marked as Exhibit 4 and ask you if you recognize
7 that.

8 A Yes, sir.

9 Q What is this?

10 A Oh, this is a name label of the
commercial that they were supposed to film that day.

11 Q A label?

12 A Yes. Company Crawford, a label that they
13 stick on the tape of the --

14 Q Where did you get this label from?

15 A I may have made a mistake. I was looking
16 on work at PC&E studio down here.

17 Q But tell me if you could where you got
18 this label that is Exhibit 4.

19 A It was given to us like a tape of the
20 actual --

21 Q The commercial?

22 A The commercial.

23 Q This was a tape that was provided to you
24 after the commercial was done?

25 A Yes, sir.

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1 Q And who gave you the tape?

2 A It was given to us at the school.

3 Q When you say us, who do you mean?

4 A To other wrestlers that was involved in
5 the taping of it.

6 Q How many wrestlers were involved in this
7 taping?

8 A I don't remember.

9 Q Do you still have the tape in your
10 possession?

11 A No, sir.

12 Q What was done with the tape?

13 A I don't remember.

14 Q Did you give the tape to your lawyers?

15 A No, sir.

16 Q There are two dates on it, on this label.

17 One says event date, Sunday, April 11th, 1999. And
18 then there's another date at the bottom, WCW 2/12/99.

19 Do you recall if either of those dates
20 were the dates that you did studio work?

21 A I don't remember.

22 Q Do you recall how much time you spent
23 doing studio work?

24 A It was like a whole day.

25 Q One whole day?

1 A Like from early in the morning until late
2 in the evening.

3 Q How did you come to be involved in this
4 studio work?

5 A It was trainers were making up a list for
6 wrestlers who wanted to be in studio work. I asked
7 to participate, put my name on that list.

8 Q Do you have an understanding as to
9 whether you were to be paid for that work?

10 A Yes, sir.

11 Q What was your understanding?

12 A \$300.

13 Q And who at WCW did you have discussions
14 with regarding payment?

15 A Mr. Jody Hamilton.

16 Q Jody Hamilton tell you that was what
17 you'd be paid for it?

18 A Yeah. Yes, sir.

19 Q Were you paid for that work?

20 A No, sir.

21 Q Do you know why you weren't paid?

22 A No, sir.

23 Q Did you ever ask why you weren't paid?

24 A No, sir.

25 Q Subpart H on page nine of your

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1 interrogatory responses says two days studio work for
2 PC&E studio. What is that?

3 A This was the one that I made mistake with
4 when I was telling you about Spring Stampede, because
5 PC&E studio is pretty close to the school, to the old
6 school. And that was the commercial that they was
7 supposed to film between Lex Luger and other
8 wrestler. We was asked to be there.

9 Q Who asked you to be there?

10 A The trainers.

11 Q Anyone in particular?

12 A Sarge and Padwood (phonetic). They
13 were -- we was to set up the ring and everything.

14 Q And did you do that?

15 A Yes, sir.

16 Q And that was two days of work?

17 A Yes, sir.

18 Q Did you have an understanding as to
19 whether you were going to be paid for that?

20 A Yes, sir.

21 Q What was your understanding?

22 A I don't remember those two days.

23 Q Do you remember what you were supposed to
24 be paid for those two days?

25 A I don't recall at this moment.

1 Q Do you recall what two days those were,
2 when it was that you did that work?

3 A No, sir.

4 Q Do you have any documents in your
5 possession that would show what days you worked?

6 A No, sir.

7 Q Were you paid for that work?

8 A No, sir.

9 Q The last subpart, subpart I, says
10 promotional work with Ric Flair. What is that?

11 A That was, I was asked to be part of the
12 crew to put these -- to put the ring together. Not
13 the ring, but to help set the place up for these --
14 this act. It was something that would show that Ric
15 Flair was in the crazy house.

16 Q So this was kind of a skit, a little
17 acting skit involving Ric Flair?

18 A Yes.

19 Q Like a story?

20 A Yes.

21 Q Do you recall when that was?

22 A I don't recall.

23 Q Who asked you to do that?

24 A Trainers.

25 Q Which trainers asked you to do that?

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1 A Mike Wenner.

2 Q How much time did you spend doing that
3 work with Ric Flair?

4 A I don't remember.

5 Q Do you know if it was more than a day?

6 A It was -- I don't remember. It was like
7 evening time until show time.

8 Q Do you know what show it was that you did
9 this for?

10 A No, sir.

11 Q Do you know if it was a Pay-Per-View or a
12 television taping?

13 A It was a live shot.

14 (Whereupon, a discussion ensued off the record.)

15 Q BY MR. RICHARDSON: Did you have an
16 understanding of whether you were to be paid for
17 doing this work?

18 A Yes, sir.

19 Q And what were you told about payment?

20 A Just put your name on this sheet, and you
21 will be paid \$300.

22 Q Who told you that?

23 A Mr. Jody Hamilton.

24 Q You did that work?

25 A Yes, sir.

1 Q Were you paid?

2 A No, sir.

3 Q Did you ever ask why you weren't paid?

4 A No, sir.

5 Q Did you have any documents that would
6 show what -- indicate what day it was that you did
7 this one?

8 A No, sir.

9 Q Is there any other work that you did that
10 you can tell me about that you believe you weren't
11 compensated appropriately for other than what we've
12 just talked about here in your interrogatory
13 responses?

14 A I did not include the mileage, all the
15 times that I used my vehicle to pick up the
16 wrestlers.

17 Q Did you ever record the mileage that you
18 used on your vehicle?

19 A I had, but I did not -- I could not find
20 my -- the papers where I wrote it down.

21 Q Did you ever submit mileage for
22 reimbursement to anyone at WCW?

23 A Yes, sir.

24 Q Who did you submit your mileage to?

25 A To Brenda Smith.

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1 Q When you say that you had a paper where
2 you wrote down the mileage?

3 A Yes, sir.

4 Q That was -- was that a record you made at
5 or about the time that you were doing it?

6 A That split second before I gave it to her
7 because I did not know it was going to be a problem.

8 Q So any records that you gave -- any
9 record that you made of the miles that you drove on
10 your car you gave to WCW --

11 A Yes.

12 Q -- you don't have anymore in your
13 possession?

14 A No, sir.

15 Q Do you know how many miles that was?

16 A I don't recall, sir.

17 Q Can you give me a rough estimate?

18 A No, sir.

19 Q Anything else that you believe you
20 weren't appropriately compensated for?

21 A Not that I recall at this moment, sir.

22 Q Is there anything that you think would
23 help refresh your recollection?

24 A No, sir.

25 ///

1 (Whereupon, the court
2 reporter marked
3 Defendant's Exhibit 5 for
identification.)
4

5 Q BY MR. RICHARDSON: Hand you a group of
6 documents that have been marked as Exhibit 5.
7 They're Bates labeled WCW 002412 through WCW 002416.

8 9
10 Look through those and tell me if you
11 recognize any of these documents. Have you had time
12 to familiarize yourself with those documents?

13 A I'm trying to.

14 Q Do you recognize any of those documents
15 there? Why don't we just take them page by page.

16 17
18 Take a look at the first page which
19 appears to be a check and a check summary in the
20 amount of \$1,440 paid to the order of you and dated
21 5/24/99.

22 23
24 Do you recall receiving this check from
25 WCW on or about May 24th, 1999?

26 A I started receiving payments like after
27 they gave me my contract.

28 Q Right?

29 A But I do not recall check by check.

30 Q But at this point in time you were
31 receiving checks from WCW?

32 A Yes, sir.

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1 Q Twice a month?

2 A Yes, sir.

3 Q You don't have any reason to believe that
4 you didn't receive this check, do you?

5 A I don't recall.

6 Q Now, there's a little chart at the top of
7 this first page which has date, invoice numbers, and
8 amounts. There's one at the top of the cover page
9 has a date January 7, 1999, in the amount of \$105.

10 Do you see that there?

11 A Yes, sir.

12 Q I'll ask you to turn to the next page
13 which is labeled WCW 002413 at the bottom.

14 A (The witness complies with the request of
15 Counsel.)

16 Q This page, is any of this handwriting
17 yours?

18 A The first part.

19 Q The name and address?

20 A Yes, sir.

21 Q What about where it says international
22 withhold? Is that your handwriting?

23 A No, sir.

24 Q Do you know why that was put there next
25 to your social security number?

1 A No, sir.

2 Q Do you know whose handwriting that is?

3 A No, sir.

4 Q A little bit farther down it says in
5 handwriting 1/7/99 talent Toy Biz, COMM, shoot, \$150.

6 Is that your handwriting?

7 A No, it's not.

8 Q Do you know whose handwriting that is?

9 A No, sir.

10 Q Do you recall doing a commercial shoot on
11 or about January 7th, 1999?

12 A Which commercial?

13 Q For Toy Biz?

14 A Commercials that I did, I don't recall
15 the name of it, the company.

16 Q Do you recall doing commercials for toy
17 companies during the time you were at WCW?

18 A No, sir.

19 Q You recall on occasion doing commercials,
20 though?

21 A They did not say specifically you go do
22 commercial. They need -- what they said that they
23 need workers for this event.

24 Q Do you recall being paid for any of the
25 events that they told you they needed workers for?

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1 A No, sir.

2 Q Take a look at the next page. That's
3 labeled WCW 002414. Is any of the handwriting on
4 this page yours?

5 A No, sir.

6 Q Have you ever seen this document before?

7 A No, sir.

8 Q Take a look at the next page, WCW 002415.

9 A (The witness complies with the request of
10 Counsel.)

11 Q Have you ever seen this document before?

12 A I don't remember.

13 Q Is any of this handwriting yours?

14 A Yes, sir.

15 Q Which handwriting is yours?

16 A The part that says the address, 6591
17 Coventry Point, phone number.

18 Q Where it says social security number,
19 again, it says international withhold. Do you know
20 who put that there?

21 A No, sir.

22 Q Do you know who else's handwriting is on
23 this?

24 A No, sir.

25 Q Do you recall doing any work for WCW

1 Spring Stampede on or about February 4th, 1999?

2 A I don't recall. I don't remember.

3 (Whereupon, the court
4 reporter marked
5 Defendant's Exhibit 6 for
identification.)

6 Q BY MR. RICHARDSON: I'll ask you to take
7 a look at what's been marked as Exhibit 6. Tell me
8 if you recognize any of these documents. This is a
9 three-page document, Bates labeled WCW 002422 through
10 WCW 002424.

11 Let's try and take it page by page.

12 A (Witness nods head.)

13 Q First page appears to be a copy of a
14 check and a check summary dated July 6, 1999, paid to
15 the order of you in the amount of \$300.

16 Do you recall receiving this check?

17 A I don't remember. Like I said, after my
18 contract I started getting paid, but I don't remember
19 check by check.

20 Q Turn the page to the next document, page
21 labeled WCW 002423.

22 A (The witness complies with the request of
23 Counsel.)

24 Q Typewritten document with some
25 handwriting. Is any of that handwriting yours?

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1 A No, sir.

2 Q Do you know whose handwriting any of that
3 is?

4 A No, sir.

5 Q Have you seen this document before?

6 A No, sir.

7 Q Do you recall doing a video shoot with
8 Ric Flair on April 26th, on about April 26th of 1999?

9 A I recall doing -- yes, sir.

10 Q Do you think it was -- the time you spent
11 there was from about 2:00 p.m. to 11:00 p.m.?

12 A I don't remember the time.

13 Q Does that sound about right?

14 A I don't remember.

15 Q Will you turn to the last page.

16 A (The witness complies with the request of
17 Counsel.)

18 Q Looks like a slightly different version
19 of the previous page with some different handwriting
20 on it. Do you recognize any of this handwriting on
21 this page?

22 A No, sir.

23 MR. RICHARDSON: Why don't we go off the
24 record.

25 (Whereupon, a luncheon recess was taken.)

1 Q Yes. Is that your signature there?

2 A Yes, sir.

3 Q And you recall this was signed in April
4 of 1999? If you look at the front page, the very
5 first paragraph it says, made and entered into at
6 this blank date of April 1999.

7 A Yes, sir.

8 Q Is that about the time that you signed
9 it?

10 A Yes, sir.

11 Q And you were to be paid \$2600 per month
12 under this contract, correct?

13 A Yes, sir.

14 Q Take a look at page three.

15 A (The witness complies with the request of
16 Counsel.)

17 Q Paragraph two. I'm going to read where
18 it says independent contractor. Says trainee in the
19 performance of the services agreed to in this
20 document is an independent contractor. In the
21 performance of this agreement both WCW and trainee
22 shall be acting in their own separate capacities and
23 not as agents, employees, partners, joint venturers,
24 or associates of one another.

25 Do you recall reading that before you

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1 Q After you signed your contract do you
2 recall having any discussions with anyone at WCW
3 regarding your performance as a trainee?

4 A No, sir.

5 Q Were you given any kind of feedback at
6 all about your training?

7 A No, sir.

8 We would go, you know -- every day when
9 we trained they would tape it, and you would wrestle
10 and then come back and look at the tape. You know,
11 one of the trainers will review it with you.

12 Q Was that something that was done before
13 you signed the contract?

14 A After.

15 Q That started after?

16 A (Witness nods head.)

17 Q What else started after?

18 A After we moved to the new school and the
19 black wrestlers and some of the whites that were
20 rookies would do the job of cleaning around the Power
21 Plant.

22 Q Anything else that you recall that was
23 different after you signed the contract?

24 A Different in what way?

25 Q The ways in which your training was

1 THE WITNESS: O-r-n-d-o-r-f. P-a-u-l.

2 MR. GERNAZIAN: Are you okay to keep
3 going?

4 THE WITNESS: I'm okay.

5 Q BY MR. RICHARDSON: In the message did
6 the person who left the message give you a reason why
7 you were being -- why you were told not to come back?

8 A No. He just told me not to return to the
9 Power Plant, that whatever information would be
10 mailed to me.

11 (Whereupon, the court
12 reporter marked
13 Defendant's Exhibit 10 for
identification.)

14 Q BY MR. RICHARDSON: Mr. Davis, would you
15 take a look at what's been marked as Exhibit 10.
16 Appears to be a letter dated September 28th, 1999,
17 addressed to you from J. J. Dillon.

18 Do you recall receiving this letter on or
19 about September 28th, 1999?

20 A I don't remember.

21 Q The first paragraph of the letter says,
22 pursuant to our recent phone conversation this letter
23 shall confirm that WCW is exercising its right under
24 paragraph 8B to terminate your independent contractor
25 agreement as of the end of your current one-month

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1 period, October 31, 1999.

2 Do you recall having a conversation with
3 J. J. Dillon about your agreement?

4 A If he was the one -- a conversation with
5 J. J. Dillon? I don't remember.

6 Q Have you ever spoken to J. J. Dillon?

7 A I have, but not in this matter. Phone
8 conversations say they would mail whatever they were
9 supposed to mail to me.

10 Q Did you ever ask anyone at WCW why your
11 contract was terminated?

12 A I didn't have nobody to ask.

13 Q So you never asked anyone?

14 A No, sir.

15 Q Do you know who made the decision to
16 terminate your contract?

17 A No, sir.

18 Q Do you know if any other trainees'
19 contracts were terminated in September 1999?

20 A No, sir.

21 Q How about in October, November, or
22 December of 1999?

23 A No, sir.

24 Q During the time that you were a trainee
25 for WCW did you ever wrestle for WCW in any wrestling

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1 eventually awarded a contract, he was still not given
2 an opportunity to wrestle, was denied promotion, and
3 was eventually terminated on the basis of his race.

4 Who do you claim denied you the
5 opportunity to wrestle because of race?

6 A Trainer, Paul Orndorff. Trainer and Paul
7 Orndorff.

8 Q Which trainer?

9 A Duane, Sarge.

10 Q When did Sarge deny you an opportunity to
11 wrestle because of your race?

12 A Began like before. I was supposed to
13 clean the bathroom that day, and it was almost time
14 to go home. And he went upstairs to supervise, and
15 he found that bathroom floor was still dirty.

16 He got mad, and he told me, he said, you
17 black motherfucker, you will never get anywhere in
18 this company or whatever you are.

19 Q Who was it that told you that?

20 A Duane.

21 Q When did he tell you that?

22 A It was at the new school. I don't
23 remember the time period.

24 Q You think this was after you signed your
25 contract?

1 A Yes, sir.

2 Q You believe that's why you weren't given
3 an opportunity to wrestle?

4 A Yes, sir.

5 Q How did Paul Orndorff deny you an
6 opportunity to wrestle?

7 A In Ms. Brenda, she always would give me
8 the work with the wrestlers. So one specific day --
9 I don't remember dates -- I was in her office, and he
10 was kind of angry.

11 He told me that Brenda wasn't the right
12 person to stick around, that I had to kiss his ass to
13 get anywhere in this company. And other time I have
14 heard him say things like some of the best wrestlers,
15 they are under six foot.

16 Q Did you ever ask Sarge for an opportunity
17 to wrestle?

18 A No, sir.

19 Q Did you ever ask Paul Orndorff for an
20 opportunity to wrestle?

21 A No, sir.

22 Q How do you know that they denied you an
23 opportunity to wrestle?

24 A Because Paul Orndorff took a small
25 wrestler who did not have no skill at all from the

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1 street. He call Shark Boy. He did not do any
2 tryout, no nothing.

3 He have been on independent shows, and he
4 brought him into the Power Plant, and he went on TV
5 and everything. I felt like we who have been -- me
6 personally and all the blacks who have been there
7 doing the work and thing like that should get the
8 opportunity to wrestle.

9 And other occasions this guy they call --
10 white guy they called The Wall, they had like he was
11 supposed to be Berlyn bodyguard. He came in from the
12 street also, no tryout, no nothing. He went straight
13 over me and other black wrestlers, and they just put
14 him on TV everything.

15 Chuck Palumbo, all of them that was in
16 magazines and thing like that. Martin Jindrak, they
17 come -- this other white wrestler, I'm skipping his
18 name right now.

19 Allen Funk, he went on TV and was
20 wrestling and he's like -- he did not have the weight
21 or the height requirement that they was asking for to
22 come to be a wrestler at the Power Plant. They all
23 came in, before me they went on TV.

24 And the day when Paul told me that I have
25 to kiss his ass to be something in this company and

1 when Sarge told me what he did say I just -- I didn't
2 feel like I had or other black folk had a chance
3 anymore.

4 Q Weren't some black wrestlers given an
5 opportunity to wrestle on TV?

6 A One.

7 Q Who was that?

8 A Elix Skipper wrestling name prime time.

9 Q Why do you think he was given an
10 opportunity and other -- some other black wrestlers
11 weren't?

12 A I don't know.

13 Q Any others that you recall being able to
14 wrestle on TV?

15 A Hardbody Harrison. They would give him
16 squash match and go up, and they beat him up,
17 national TV.

18 Q Did Elix Skipper have to wrestle squash
19 matches?

20 A I don't know.

21 Q You mentioned somebody named Shark Boy?

22 A Yes, sir.

23 Q It's your understanding that Shark Boy
24 had wrestled in some independent wrestling
25 organizations before coming to WCW?

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1 A Yes, sir.

2 Q How about The Wall?

3 A The Wall, he did independent also.

4 And they used me as a dummy for a lot of
5 the white wrestlers, like training dummy. And every
6 time it was my turn to do something, everybody would
7 say I was too heavy and I couldn't -- they would not
8 give me a chance to learn also.

9 Q What do you mean when they said that you
10 were too heavy?

11 A I was, like, at that time at the school I
12 was six foot eight. I was taller than all the other.

13 Q Are you saying that other wrestlers did
14 not want you to wrestle with them?

15 A You know, when you got to train a new
16 move, like when you just learning to drop the elbow,
17 so if you make a mistake people will get hurt.

18 Q Right.

19 A So they will use me for others to train
20 on.

21 Q So they could drop the elbow on you?

22 A And other black wrestlers also. I didn't
23 get no chance to train. I had to use the real dummy.

24 This particular wrestler that I'm talking
25 about, The Wall, he came in. I was the one who have

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1 to walk him through moves and the way to wrestle,
2 without hurting somebody. Afterward they took him,
3 what they said, he have the right look, and they put
4 him on TV.

5 Q Who said he had the right look?

6 A Paul Orndorff.

7 Q Do you know who made the decision
8 regarding who would get an opportunity to wrestle on
9 television?

10 A No, sir.

11 Q Do you know what the decision would be
12 based on?

13 A No, sir.

14 Q You've already mentioned some white
15 wrestlers that got opportunities to wrestle while you
16 were there. Let me ask you a question this way:
17 What white wrestlers did you believe got an
18 opportunity to wrestle who were less qualified than
19 you?

20 A Martin Jindrak, Chuck Palumbo, Mike
21 Sanders, Lash LaRue, The Wall, Shark Boy, Allen Funk.

22 Q Are there -- were there any white
23 wrestlers there that got an opportunity to wrestle
24 that you believe were more qualified than you?

25 A There was a white guy that was -- the guy

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1 I told you before they called T-Rex, but he probably
2 be at the school once or twice. He was always on the
3 road.

4 I don't believe somebody because of their
5 agility and stamina and everything -- I would say
6 it's a black wrestler name Harrison Norris.

7 MR. RICHARDSON: Can you read the answer
8 back.

9 (Whereupon, the record was
10 read by the court
11 reporter.)

12 Q BY MR. RICHARDSON: So you believe
13 Harrison Norris was more qualified to wrestle than
14 you were?

15 A Talking about being like in the whole
16 school, he was one other person who would teach me a
17 lot of things. I would say he was one of the best --
18 I'm not saying he was more qualified than me, but I
19 respect him, you know, to be one of the best
20 wrestlers I've seen at the Power Plant.

21 Q Do you know what qualifications WCW was
22 looking for in deciding who was to be given an
23 opportunity to wrestle?

24 A Well, they say it was -- I don't know.

25 Q Isn't it possible that WCW people thought

1 that some of those other wrestlers that they gave
2 opportunities to wrestle were better wrestlers than
3 you?

4 A No.

5 Q Is it possible, you think, that WCW
6 people thought that some of those other wrestlers
7 were able to produce more entertaining wrestling
8 matches than you?

9 A No. Otherwise, they would never have
10 used me to train them.

11 Q Anything else that you can tell me that
12 leads you to believe that the decision not to allow
13 you to wrestle was based on race?

14 A While talking to other wrestlers and in
15 lunchtime and in school sometimes you will hear the
16 "N" word. That's all that I can recall at this time.

17 Q Other wrestlers were using the "N" word?

18 A White wrestlers.

19 Q And why did that make you believe that
20 you weren't getting an opportunity because of race?

21 A Because trainers would be seated at the
22 table also, and they wouldn't try to correct it.

23 Q What trainers heard other wrestlers use
24 the "N" word?

25 A I do not know if they heard, but they

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1 would all sit in one table.

2 Q Anything else that led you to believe you
3 weren't given an opportunity to wrestle because of
4 your race?

5 A When I was -- when the Mexican wrestlers
6 would come, and they don't have no other way to
7 communicate and we will speak in Spanish, that was
8 something else that they would get back at you. They
9 would say smart things like, stop speaking that crap
10 in here, things like those.

11 Q Who said that?

12 A White wrestlers.

13 Q Did any of the trainers ever say that?

14 A I don't know.

15 Q You don't have any recollection?

16 A I don't have no recollection.

17 Q Anyone at WCW other than another wrestler
18 ever use a racial slur in your presence?

19 A Not that I can recall.

20 Q Also mentioned here in paragraph nine of
21 your complaint that you were denied promotion on the
22 basis of race.

23 What promotion do you believe you were
24 denied because of your race?

25 A When you are a wrestler, being promoted

1 is like they put you out there so people can see you,
2 be seen.

3 Q Would you say that being denied promotion
4 is essentially the same thing as being denied an
5 opportunity to wrestle, or is there something
6 different about promotion?

7 A I'm kind of confused with that. Being
8 given a chance to wrestle, and it's in payment at the
9 same time.

10 Q Do you believe that you were paid
11 differently than other wrestlers because of your
12 race?

13 A Yes, sir.

14 Q Why do you believe that?

15 A Because a few of the other wrestlers that
16 I mentioned they're like similarly situated, they got
17 paid -- at least they say they got paid a lot more
18 than what I did.

19 Q I think two of those wrestlers you
20 mentioned before. I think it was Palumbo and
21 Jindrak?

22 A Jindrak. And Lash LaRue, he went
23 straight on TV.

24 Q Do you know how much he was paid?

25 A No, sir.

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1 Q Did you ever try and independently verify
2 what Mr. Jindrak and Mr. Palumbo told you they were
3 making?

4 A No, sir.

5 Q Do you have any other information
6 regarding what other trainees were making?

7 A No, sir.

8 Q Going back to promotions, tell me any
9 other way in which you believe you were denied
10 promotion because of your race other than what we've
11 already talked about.

12 A Any other way that I was denied
13 promotion?

14 Q Yes.

15 A I just think that these wrestlers, they
16 came in, they didn't go through the tryouts, nothing,
17 they came and went above me. They got promoted.
18 They went on TV. Whereas, I was denied. I didn't
19 get a chance to wrestle or be seen on TV.

20 Q Okay. Did Jindrak and O'Hare, did they
21 start training before you?

22 A O'Hare, he was not in Power Plant. And I
23 do not know about Jindrak. I don't know when he took
24 his tryout or nothing. So but we was practically at
25 the same time.

1 Q Okay. You mentioned Shark Boy and The
2 Wall who came in after you and were given
3 opportunities to wrestle.

4 Who else can you tell me came after you
5 and were given opportunities to wrestle? Let me ask
6 you this: Any black wrestlers who came after you who
7 were given opportunities to wrestle?

8 A I don't remember.

9 Q How about white wrestlers?

10 A Came after me was The Wall and Shark Boy,
11 and I do not know about Allen Funk, but I do believe
12 he came after me.

13 Q Let's talk about termination of your
14 contract. You claim that the termination of your
15 contract was based on your race?

16 A Yes, sir.

17 Q Do you know who specifically made the
18 decision to terminate your contract?

19 A No, sir.

20 Q Why do you believe it was because of your
21 race?

22 A Because of the way Mr. Paul approached me
23 and Mr. Duane, the trainer, and the way black
24 wrestlers were treated and differently and training
25 separately, and all that brought me to that

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1 conclusion.

2 Q And when you say the way Sarge and
3 Orndorff approached you, what are you referring to?

4 Are you referring to the conversations we talked
5 about before regarding the cleaning the bathroom and
6 kissing up to Mr. Orndorff?

7 A Yes, sir.

8 Q Referring to any other conversations or
9 ways that they approached you?

10 A Just ways in general how they treated
11 blacks in that school.

12 Q Weren't some white wrestlers' contracts
13 terminated, too?

14 A Yes, sir.

15 Q Not every black wrestler's contract was
16 terminated, was it?

17 A I don't know.

18 Q Elix Skipper's contract wasn't
19 terminated, was it?

20 A No, sir.

21 Q Do you know why his contract wouldn't be
22 terminated but yours would?

23 A No, sir.

24 Q Did you ever complain to anyone about any
25 treatment you received by WCW that you thought was

1 discriminatory?

2 A Yes, sir.

3 Q Who did you complain to?

4 A Mr. Pez Whatley.

5 MR. RICHARDSON: W-h-a-t-l-e-y.

6 Q BY MR. RICHARDSON: When did you complain
7 to Pez Whatley?

8 A I don't remember. I don't recall the
9 time.

10 Q Do you think it was before or after you
11 signed your contract?

12 A After I signed my contract.

13 Q What did you tell Pez Whatley?

14 A I told him about what the trainer, Sarge,
15 told me in the restroom and what Mr. Paul Orndorff
16 had told me, and the different treatment, separate
17 training, two different trainings, you know.

18 These white wrestlers were over this
19 side, and getting more advanced training, and we was
20 still going through holds and trying to -- you do one
21 move, and you keep on doing it, keep on doing it. We
22 wouldn't advance from that.

23 Q Anything else you complained to him
24 about?

25 A Not that I recall.

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1 Q What was his response to that?

2 A He kind of smiled, and he didn't give me
3 no response. So, therefore, I didn't know who else
4 to approach with this, and I was scared I would get
5 in trouble for it.

6 Q So other than Pez Whatley you didn't
7 complain to anyone else at WCW about it?

8 A No, sir.

9 Q Now, you mentioned white wrestlers
10 training separately and getting advanced training?

11 A When was time to train, Sarge would take
12 his group of wrestlers. And the majority of the
13 wrestlers, white wrestlers, that he would pick on one
14 side, those are the majority of the guys -- those
15 were the guys then who got promoted.

16 And the rest of us, we would be black
17 wrestlers, and others would be over here in another
18 ring with Mike Wenner. All we would do is just go
19 over the basic holds, lock up, things like those.

20 Q Were any white wrestlers put in the group
21 with Mr. Wenner?

22 A Yes, sir.

23 Q What white wrestlers do you recall
24 wrestling in the group with Mr. Wenner and you, your
25 group?

1 A Eventually, like, Ric Flair's son.

2 Q David Flair?

3 A David Flair. We have Hunke would be with
4 us sometimes and the, like, the beginners, the
5 rookies, the white rookie then we start. So we were
6 like instead of going to a more advanced training, we
7 was to take these rookies through the same moves that
8 we have learned a few months ago.

9 (Whereupon, a discussion ensued off the record.)

10 Q BY MR. RICHARDSON: I apologize if I
11 asked you this before, but just so I'm clear, did you
12 ever get to go and wrestle in the group with Sarge,
13 the advanced group?

14 A At this time period not with him, but we
15 have been at the same, like an event that is away
16 from the school. Hardbody, he would wrestle in some
17 different place, and then he would pay Sarge to
18 wrestle.

19 And others, they will give you like a
20 little gas money for to you wrestle so you would have
21 an opportunity to show yourself to a live audience.

22 Q Did you ever wrestle for a live audience?

23 A I have.

24 Q While you were at WCW?

25 A Yes, sir.

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1 Q How many times did you wrestle for a live
2 audience?

3 A I do not remember.

4 Q Do you think it's more than ten?

5 A No. Less than that.

6 Q When you wrestled for a live audience was
7 it in the Atlanta area, or did you ever have to
8 travel?

9 A It's pretty close in the Atlanta area.

10 On the trainers thing there would be there.

11 Q And were you paid for any of this?

12 A From Harrison, like gas money. Sometimes
13 \$5 or things like that.

14 Q Is it your understanding that it was
15 Harrison, that this was something that -- a promotion
16 or an event that a wrestler was conducting?

17 MR. GERNAZIAN: Can I interject
18 something. Are you answering about during WCW when
19 you wrestled in front of live audiences?

20 THE WITNESS: No. I didn't wrestle for
21 WCW no live audience.

22 MR. RICHARDSON: Okay.

23 THE WITNESS: I did not, no.

24 MR. RICHARDSON: We had a
25 misunderstanding there.

1 Q BY MR. RICHARDSON: Going back to my
2 initial question is, while you were at WCW we talked
3 about how Sarge took a group and Mike Wenner took a
4 group. Sarge had the more advanced group?

5 A Yes.

6 Q Did you ever get to wrestle in the more
7 advanced group with Sarge while you were training at
8 WCW?

9 A After we went to the new school. Not to
10 train in it, but when they have an event you would
11 actually wrestle.

12 Q But did any of those events occur while
13 you were still training at WCW?

14 A Yes, sir.

15 Q Okay. That's where I'm getting confused.

16 A You talking about no live audiences.
17 This is all inside the school.

18 Q So while you were training at WCW you
19 would wrestle -- they would have events at WCW at the
20 Power Plant?

21 A No. That would be between only the guys
22 who training at WCW.

23 Q They would set up an event where the
24 wrestler trainees would wrestle each other?

25 A Yes.

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1 Q There would be no audience?

2 A No audience.

3 Q Would it be videotaped?

4 A Sometimes it would.

5 Q On those occasions you would sometimes
6 wrestle with wrestlers who were in Sarge's group?

7 A Yeah.

8 Q But other than those events when you were
9 just doing your regular everyday training, you never
10 wrestled in -- you never trained in Sarge's group?

11 A No, sir.

12 Q Did any black wrestlers ever train in
13 Sarge's group?

14 A Elix Skipper.

15 Q Do you know why he was chosen to wrestle
16 in Sarge's group and you and some other black
17 wrestlers weren't?

18 A I may want to think that he was -- they
19 would try a lot of moves so that we use him to be
20 thrown around. I guess he was light, and he just
21 easy to pick up, you know.

22 Q It's possible that people at WCW thought
23 he was a better wrestler than some of the other black
24 wrestlers?

25 A I don't know.

1 Q Who at WCW do you believe discriminated
2 against you intentionally?

3 A Sarge.

4 Q Anyone else?

5 A The white wrestlers did.

6 Q Which ones, which wrestlers?

7 A Mark Sanders and Lash LaRue. The Wall.

8 Q How did they discriminate against you?

9 A They didn't like me to speak Spanish
10 around. I'll just get carried away and start singing
11 a song in Spanish, and, you know. They will -- they
12 will say, like, do not speak that crap in this school
13 and all different type things. And they would say
14 things in joke, you know, joking about it, and they
15 in their little group just laughing.

16 Q Any other facts you can tell me to
17 support your claims that you were not given
18 opportunities to wrestle because of your race?

19 A Can you repeat that question for me.

20 Q Any other facts that you can tell me to
21 support your claim that you were not given
22 opportunities to wrestle because of your race?

23 A When I was hurt Paul told me that I was
24 supposed to go to school. My knee had been real
25 swollen, and I went to the doctor and everything.

Page 115

1 And he said I was still supposed to come to the
2 school in spite, although my leg was -- I couldn't --
3 wouldn't give me a chance to heal.

4 And I was to be standing up with the
5 crutches and writing down whatever they were doing.
6 He even bring the Smith, he stated why they don't let
7 you stay home. I have a real small vehicle, and it's
8 so difficult for me, and my leg couldn't bend. So I
9 was to put my leg across the seat and try to drive
10 with my left leg.

11 And I thought that was -- even though I
12 told Paul the difficulties, you know, of me coming to
13 the school and everything, he wouldn't give me a
14 break. When I went to do physical therapy and
15 everything he was, like, trying to speed me up so I
16 could come back to do a shooting with 20/20, and an
17 agility and stamina test.

18 So I was -- they released me from the
19 physical therapy place, but my knee wasn't well, and
20 the following day they released me one day before the
21 20/20. The following day I was to go to strenuous
22 exercise, tie like those rubber that you tie on your
23 waist on the ring and you got to run. After that my
24 knee just swolled up again.

25 And you can see right knee the difference

1 of the two knee on this day with this extra ball on
2 top of my knee. And I think they could have gave me
3 an opportunity to at least heal before to start
4 again. I've never asked nobody before for no break
5 for nothing. I took everything they told me;
6 everything they told me to do, I did it.

7 Q Why do you believe that that was because
8 of race?

9 A Because before he stated, you know -- in
10 my mind he had problem from me just being around
11 Brenda. So I just think that just because she were
12 black wasn't allowed to be around her so much, and I
13 wasn't giving him the attention that he probably
14 think I should have.

15 Q You said that Brenda Smith was black?

16 A Yes, sir.

17 Q Do you know what her position was?

18 A No, sir.

19 Q Did you ever talk to her about
20 discrimination?

21 A No, sir.

22 Q Do you have any idea what issue, if any,
23 Paul Orndorff had with Brenda Smith?

24 A No, sir.

25 Q Any other facts you can tell me that --

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1 A Not that I recall.

2 Q Okay. Let's turn to page 13 of your
3 complaint, paragraph 42. It says in violation of 42
4 USC section 1981 and/or 42 USC section 200E et seq.
5 defendants fostered and encouraged a hostile work
6 environment wherein plaintiff and other minorities
7 suffered severe and pervasive hostility in the form
8 of racial slurs, jokes, and other sanctioned
9 abasement.

10 Tell me, in what way was your work
11 environment hostile?

12 A They was tougher on the black wrestlers
13 than training, thing like those. They say you have
14 to be here from nine to five, even though the black
15 wrestlers, them, and rookie white wrestlers, they
16 will come in on time. Then they started out with
17 rigorous training.

18 They was allowed to come in whenever they
19 want. That was one of it. Whites training
20 separately. And for you to be able to get to a
21 point, because there are certain things that you do,
22 compound movements and compound different moves.

23 like going to a wrestling match. If you
24 keep on just doing, training the actual move and just
25 training it and not, like, what you can do after this

1 and this and the other. So, therefore, we was a lot
2 farther back.

3 We kept back a lot because when these
4 white wrestlers was going and learning new moves and
5 actually wrestling, we was supposed to walk the
6 youngsters, the rookies through the first lock up and
7 movements. Numerous of times I have heard, you know,
8 people in conversation, I don't know if they actually
9 know what they saying, the "N" word, or monkey or
10 chimp or whatever, however, thing like those. They
11 would laugh.

12 And after work they would say things
13 like, are you a Mexican? And then they will laugh
14 about that. And I just didn't think nothing like
15 that was funny. Indeed, that hurt me real bad
16 inside. So, you know, working harder than the other
17 wrestlers and stuff, you know, I just working harder
18 and loading trucks.

19 At the time you were supposed to load
20 trucks, and blacks and the rookies were -- a few of
21 the rookies they learned fast. They would disappear
22 on time of work. Some of the guys that was there,
23 white wrestlers that was there longer, they would
24 disappear also, and they come back when the -- like
25 we ending the work. Nobody would not tell them

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1 anything. Trainers was aware of it.

2 Q How do you know the trainers were aware
3 of it?

4 A Because they are just -- they right
5 there, looking at us while we doing it.

6 Q You never saw the trainers take any
7 action against these white wrestlers?

8 A Not that I know of.

9 Q It's possible they could have taken some
10 action that you're unaware of?

11 MR. GERNAZIAN: Objection. Calls for
12 speculation.

13 THE WITNESS: Do I have to answer that?

14 Q BY MR. RICHARDSON: Yes. You can answer
15 it if you can.

16 A I don't know.

17 When Jody knew that he would pull black
18 wrestlers, you know, to help him build the rings.
19 He was in charge to build the ring and thing like
20 that. When he knew, had a little knowledge of
21 building the rings, carpentry, he -- any given time
22 that he had to build rings he would come get me and
23 other black wrestlers.

24 The whites, they were like -- white
25 wrestlers be training. They would be wrestling

1 and --

2 Q Did anyone ever use a racial slur
3 directed at you?

4 A Can you define slur?

5 Q Like calling you the "N" word or
6 something like that?

7 A No, sir.

8 Q Have you heard the "N" word used?

9 A Yes, sir.

10 Q How about jokes? Did anyone make any
11 racial jokes in your presence?

12 A Yes, sir.

13 Q Who did?

14 A Mike Sanders, Lash LaRue, and others I
15 don't recall right now. They would laugh about it.
16 They would say and laugh.

17 Q Did any of the trainers know about this?

18 A I don't know.

19 Q Did you ever see anyone from WCW ask a
20 wrestler, any black wrestler, to wear stereotypical
21 ethnic clothing?

22 A If I've ever seen a wrestler?

23 Q Have you seen anyone from WCW ask a
24 wrestler --

25 A No.

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1 Q -- to wear stereotypical clothing?

2 A No, sir.

3 Q Anyone from WCW -- did you ever see
4 anyone from WCW ask African-Americans to act
5 according to some racial stereotype?

6 A No, sir.

7 Q Turn back to paragraph 15 of the
8 complaint. It's on page six. Paragraph 15 says, in
9 a typical demonstration of WCW's hostile attitude
10 towards minorities WCW directed a white wrestler,
11 Marcus Buff Bagwell to appear on national television
12 in a match against an African-American in black face
13 and to act in a racially derogatory manner towards
14 African-Americans.

15 Did you ever witness that?

16 A No, sir.

17 Q Do you know who, if anyone, directed Buff
18 Bagwell to do that?

19 A No, sir.

20 Q Do you know who Marcus Bagwell is?

21 A Yes, sir.

22 Q What else about your work environment was
23 racially hostile?

24 A I can't recall any more at this time.

25 Q Did you complain to anyone that --

1 regarding racially hostile work environment?

2 A No, sir.

3 Q Let's turn back to paragraphs 46 and 47
4 in your complaint, starting at the bottom of page 17,
5 carrying over to page 15. Paragraph 46, bottom of
6 page 14.

7 During his tenure with defendant he and
8 other minority wrestlers raised concerns about
9 racially discriminatory practices.

10 Other than Pez Whatley who else did you
11 raise concerns about racially discriminatory
12 practices to?

13 A Nobody else.

14 Q What other minority wrestlers that you
15 know of raised concerns about racially discriminatory
16 practices?

17 A Repeat that question, please.

18 Q What other minority wrestlers that you
19 know of raised concerns about racially discriminatory
20 practices?

21 A Vic Violent, Joe and Charles. There was
22 Bounthan --

23 Q Bounthan Saengsiphon?

24 A Yes. Saengsiphon. Bounthan and
25 Easterling and Harrison Norris.

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1 Q Who did they raise concerns to?

2 A Well, I say that according to what they
3 have told me about everything that was going on in
4 the environment in this school. And when we was like
5 loading trucks, unloading trucks, they would say
6 things like those.

7 Q So they told you that they had complained
8 about discrimination to --

9 A No. They didn't told me that they have
10 been complaining. But they have been -- they spoke
11 about the way the white wrestlers train apart and the
12 excessive work that we blacks we were doing. And the
13 white rookies, and you know, how nobody wasn't
14 concern about the other guys that was supposed to be
15 doing it also.

16 Q Do you know of any minority wrestler who
17 complained to anyone at WCW about racially
18 discriminatory practices?

19 A No, sir.

20 Q Paragraph 47 on the next page: Plaintiff
21 asserts that as a direct and proximate result of
22 having raised concerns about defendants'
23 discriminatory conduct defendants retaliated by
24 refusing to promote or otherwise continue plaintiff's
25 tenure resulting in plaintiff's continuous and

1 serious injury, including but not limited to economic
2 losses, humiliation, embarrassment, emotional
3 distress, and deprivation of his statutory protected
4 civil rights.

5 Why do you believe you were retaliated
6 against?

7 A Because of what Sarge told me and what
8 Paul Orndorff told me.

9 Q But if I'm correct, you never raised
10 concerns to anyone at WCW about discriminatory
11 conduct?

12 A I told Mr. Pez Whatley, and he was the
13 only black trainer, like, that would be -- sometimes
14 he was away. But when he was at the school he was
15 the one who would stay with the black wrestlers on
16 one side and teach us advanced moves and secrets of
17 wrestling.

18 Q Do you think that Pez Whatley retaliated
19 against you?

20 A No.

21 Q Do you believe that Pez Whatley
22 communicated your concerns to anyone at WCW?

23 A I don't know.

24 Q Now, what Sarge said to you about the
25 restroom, that had nothing to do with you making a

1 Other than your claims of discrimination
2 that we've already discussed, is there anything else
3 that WCW did to you that you believe intentionally
4 inflicted emotional distress on you?

5 A What I told you about the injury that
6 forced me to -- it kept me back from getting well. I
7 would have liked for them to approach me, like, in a
8 different way to give me the notice of termination.

9 After that event happened I was -- it
10 took me a while to get back to myself, and my wife,
11 you know, she stopped working for a few days because
12 she didn't want to leave me alone. So I believe it
13 was harder on my wife than.

14 When you try to do everything somebody
15 asks and give more than what you can do, that's the
16 only thing that I can recall.

17 (Whereupon, a recess was taken.)

18 Q BY MR. RICHARDSON: Mr. Davis, going back
19 to your complaint on page 16 there is a count four,
20 failure to pay the minimum wage as required by the
21 FLSA.

22 During what time period are you claiming
23 that you were not paid minimum wage?

24 A Where?

25 Q Count four, failure to pay the minimum

1 and storage houses.

2 Sometimes I was to clean the storage
3 houses out and move cages in or move cages out, move
4 things out. It would take a lot of time.

5 Q Do you have any documents that would show
6 any time that you spent more than 40 hours a week
7 working?

8 A No, sir.

13 So I was the one who was in charge of.

14 The majority of the time it would take me like about
15 til twelve o'clock at night. He cannot move.

16 According to him, whatever they had to do it was not
17 included in the room. So everything else was like
18 extra. He had to pay for it.

19 Q Have you ever spent more than 40 hours a
20 week doing the translating services?

21 A Well, it was like kind of compound. You
22 translate when you had to. Like, pick them up, help
23 them get to the vehicle whenever they can't walk, and
24 take them to doctor's office. And while they was at
25 the doctor's office translate back and forth and

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1 bring them back to the main office. I would
2 translate because nobody understand what they saying.
3 Then return to the hotel.

4 Q Now, when you were doing these
5 translating services you were usually excused from
6 training at the Power Plant, weren't you?

7 A They would, yes. They would excuse me
8 right away. The majority of the time trainers would
9 tell me, they would say Ms. Brenda need you to go to
10 the airport to pick somebody up.

11 Q Was anyone ever fired from the Power
12 Plant?

13 A Was anyone ever fired?

14 Q Yes.

15 A Talking about wrestlers or whatever?

16 Q Wrestlers.

17 A The only person I can put the finger on
18 is myself.

19 Q Your contract was terminated?

20 A Terminated, yes.

21 Q When you were training do you know
22 anybody who didn't have a contract who was told, you
23 can't train here anymore?

24 A No, sir.

25 Q Do you know of anyone who was ever --



EXHIBIT / ATTACHMENT



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Feb -98

DEPOSITION
EXHIBITDA-1
31m DS

**WAIVER AND RELEASE OF LIABILITY FORM
READ CAREFULLY!**

1. Whereas, DAVIS MARSHALL (herein after known as the Undersigned), who is not an employee of WORLD CHAMPIONSHIP WRESTLING, INC. (herein after "WCW") has a desire to participate in various exercises and workouts at a WCW Tryout/Workout Camp (herein after "Camp"), and;

2. Whereas, the Undersigned fully understands the risk involved in that it is possible to sustain serious injury during the course of said exercises and workouts, and;

3. Now therefore, in consideration of the opportunity to participate in the aforementioned exercises and workouts, I, the Undersigned, fully covenant not to sue and forever discharge the WCW, its officers, trainers, physicians, players, and coaches (herein after known as Releases) from any and all liabilities to the Undersigned, my personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands thereof, on account of injury to the person or property or resulting in the death of the Undersigned whether caused by negligence of Releases or otherwise;

4. The Undersigned further represents and warrants:

A. That all logistics, costs, and expenses associated with my participation in the camp, including but not limited to arrangements and expenses for travel, room and board are my responsibility.

B. That my participation in the Camp does not create any obligation of the part of WCW, including future wrestling opportunities or services.

C. That I will be, at the time of my tryout, between the ages of eighteen (18) and thirty (30) years of age (NO EXCEPTIONS)

D. That I am in excellent physical health with no limitations that would prohibit or impair my participation in the Camp, and have obtained a letter or certification from a licensed physician verifying this.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS.

NAME: Davis Marshall ADDRESS: 795 Beryl St SW

SIGNATURE: Davis Marshall Atlanta GA 30310

WITNESS: _____

The Power Plant • 1530 Carroll Drive, Building 106 • Atlanta, Georgia 30318 • 404-351-4959

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WCW 002457



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4

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2/12/99

C R A W F O R D

SJS Film Scanning
Attention: C. A. Jones

MCU SPRING STAMPEDE

IMAGE SPOTS

EVENT DATE: SUNDAY APRIL 11, 1999

CARLIE-ENGLISH ONLY

1 (K:60) 0 (K:20) 1 (K:15)

MCU 7/12/99 REF. 169087

COMMUNICATIONS INC.

1001 404 076 711



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EXHIBIT

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P005159



EXHIBIT / ATTACHMENT

5

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010799
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APPLICATION

NAME: Marcial R. DavisADDRESS: 6591 Coventry Point Austell GA.
Z-30168SOCIAL SECURITY NUMBER international with HoldDATE OF BIRTH 27 Mar 68HEIGHT 6'8 WEIGHT 300 P.

PRIOR WRESTLING TRAINING

1/17/99 - TA Dent Toy Biz Comm. Shoot,\$150.00PRIOR WRESTLING OR RELATED EXPERIENCE (-45) 2/12/00 - 6/11/00\$105 total

NAME AND ADDRESS OF PHYSICIAN

ENTERED MAR 03 1999

520300

R 601475 00
Toy Biz Shoot

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WCW 002413



One CNN Center
Atlanta, GA 30345-5366

WORLD CHAMPIONSHIP WRESTLING

(404) 603-3123

DATE	CHECK NO.
05/24/99	050080

BU-6010 IN-0000033602

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WORLD CHAMPIONSHIP WRESTLING

CHECK NO.

One CNN Center Atlanta, GA 30345-5366
(404) 603-3123

FIRST UNION NATIONAL BANK 34-873
Savannah, GA 912

050080

PAY

ONE THOUSAND FOUR HUNDRED FORTY AND XX / 100 US DOLLARS

Valid After 180 Days

TO THE ORDER OF

ARCHBOLD DAVIS, MARCIAL R
6591 COVENTRY POINT
AUSTELL, GA 30168

DATE: 05/24/99 CHECK AMOUNT: \$1,440.00

CHECK AMOUNT:

***** \$1,440.00

WCW 002412

BY

NON NEGOTIABLE

BY

SIGNATURE

• 250080 10 20612082560 202993000443510

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INVOICE

WCW SPRING STAMPEDE '99

2/4/99

NAME: Marcial DavisADDRESS: 6591 Coventry Point
Austell GAPHONE: (770) 739-0195SSN: International with hold

ENTERED MAR 03 1999

TIME IN: 830
800AMTIME OUT: 130PTIME IN: 830PTIME OUT: 830PTOTAL HOURS: 11.5\$ 150
- 45total \$ 10511.52-25-99
6013 1600
P-4-99
623300

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WCW 002415



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6

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WORLD CHAMPIONSHIP WRESTLING

(404) 603-3123

DATE	CHECKED
07/06/99	070345

One CNN Center
Atlanta, GA 30345-5366

603-3123

07.03.99 07.03.99

BU-6010 IN-0000033

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WORLD CHAMPIONSHIP WRESTLING

E-CHECK IN

One CNN Center - Atlanta, GA 30345-5366
(404) 603-3123

FIRST UNION NATIONAL BANK 84-075
Savannah, GA 313

070348

PAY

THREE HUNDRED AND XX/100 US DOLLARS.

Void After 180 Days

DATE **CHECK AMOUNT**
07/06/99 ***** \$300.00

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BY

NON NEGOTIABLE

SIGNATURE

070348 10612097566 2079930004435

WCW 002422

Called

n/a

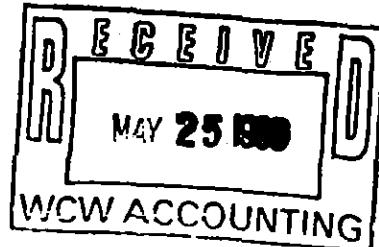
5125

Called

n/a

611

STATEMENT# B-426
MARCIAL R. DAVIS
6591 COVENTRY PL.
AUSTELL, GA. 30168
SS#-???
D.O.B. - 3/22/68
PH# - 770-739-0195



FOR THE RIC FLAIR SHOOT ON APRIL 26th. 2:pm to 11:pm. \$300.00
PAYABLE TO MARCIAL DAVIS. \$300.00

FOR DISTRIBUTION TO MIKE SCHOCHET.

MS Cov 18600

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WCW 002423

STATEMENT# B-426
MARCIAL R. DAVIS
6591 COVENTRY PL.
AUSTELL, GA. 30168
SS#-???
D.O.B. - 3/22/68
PH# - 770-739-0195

FOR THE RIC FLAIR SHOOT ON APRIL 26th. 2:pm to 11:pm. \$300~~00~~
PAYABLE TO MARCIAL DAVIS \$300.00

FOR DISTRIBUTION TO MIKE SCHOCHET.

60181000
Please Sign & Return to.

Lisa Stevens in Act.

THANKS.

By Brenda Smith, 3-1030-

60181000
B. 60181000

ENTERED JUL 02 1999

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WCW 002424



EXHIBIT / ATTACHMENT

7

(To be scanned in place of tab)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the _____ day of April, 1999 by and between **WORLD CHAMPIONSHIP WRESTLING, INC.**, a Georgia corporation located at One CNN Center, Box 105366, Atlanta, Georgia 30348 ("WCW"), and MARCEL DAVIS ("Trainee").

FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

DEPOSITION EXHIBIT

1. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, Trainee agrees to provide the following services as requested by WCW (the "Services") (i) appear and perform as a professional wrestler at events, including without limitation, live and taped television shows, pay-per-view telecasts, live arena shows and other promotional events, as requested by WCW ("Events"); (ii) cooperate with and assist in activities intended to publicize, advertise and promote the Events, WCW and WCW merchandise, including, but not limited to, on-sale ticket appearances, media interviews and other publicity appearances; (iii) develop his own, individual wrestling style and persona, with advice from WCW, that will be attractive to wrestling fans; (iv) provide all wardrobe, props and make-up necessary for his performance at any Event; provided, however, all such items shall be subject to approval by WCW prior to their use in an Event; and (v) perform such other services as may be reasonably requested by WCW. In addition to the foregoing, Trainee shall attend regular training sessions at the designated WCW work out

facility and follow the instructions of the WCW trainers. Trainee agrees to use his best efforts to perform the Services in a professional manner consistent with the customs of the professional wrestling industry.

(b) In connection with Trainee's performance of the Services, Trainee grants WCW the following exclusive, paid-up, worldwide rights: (i) to arrange Trainee's performance or appearance at Events; (ii) to sell or distribute admission tickets for all Events; (iii) to create, publish, distribute, broadcast, photograph, film, tape or otherwise record (or authorize others to do so), in any and all available media, any or all of the Events or animated programs (any such creation or recording shall be referred to as a "Program"); and (iv) to use, exhibit and distribute, and to license others to use, exhibit and distribute, in perpetuity, any Program, or any part or segment of any Program, in any and all media and by any and all methods, whether now known or coming into existence hereafter, and, in connection therewith, to utilize and exploit the name, image, likeness, character, costume, props, ring name, voice, logo, service marks, trademarks, trade names, signature, gimmicks, routines, themes and caricatures and any and all other distinctive and identifying indicia as used by or associated with Trainee. The rights granted by this section shall be exclusive to WCW during the Term and for the period set forth in section 9(b), and shall be non-exclusive thereafter. Trainee expressly acknowledges and agrees that the rights granted to WCW in section 1(b)(iv) shall continue in effect after the expiration, nonrenewal or termination (for any reason) of this Agreement. WCW and Trainee acknowledge and agree that they have entered into that certain Merchandising Agreement of even date herewith with respect to certain specified merchandising activities.

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2. **Independent Contractor.** Trainee, in the performance of the Services agreed to in this document, is an independent contractor. In the performance of this Agreement, both WCW and Trainee shall be acting in their own separate capacities and not as agents, employees, partners, joint venturers or associates of one another. It is expressly understood and agreed that Trainee is not authorized to bind WCW to any liability or obligation or to represent that it has any such authority. Trainee is responsible for all of his expenses, including without limitation, medical expenses, health and welfare insurance, disability insurance, training expenses, props, wardrobe, make-up and other expenses necessary to perform the Services under this Agreement. Without limiting the generality of the foregoing, Trainee acknowledges that, as between WCW and Trainee, Trainee shall be solely responsible and liable for the payment of any and all withholding or other taxes levied, assessed or due as a result of the services which are performed by Trainee under this Agreement. Any and all travel incurred by Trainee in the performance of services hereunder shall be pursuant to WCW's Travel Policy, as amended by WCW from time to time.

3. **Compensation.**

(a) As full and complete compensation for the Services, WCW shall pay to Trainee, and Trainee shall accept, the payments described on Exhibit A, attached hereto and incorporated herein by reference.

(b) For general payment purposes, Trainee's compensation shall be payable in equal installments on a twice a month basis or based on such schedule as WCW may implement from time to time.

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4. **Ownership of Work Product.** All work product, themes, routines, characters, storylines, property, data, documentation or information or materials conceived, discovered, developed or created by Trainee pursuant to this Agreement including, without limitation, the Programs (collectively, the "Work Product") shall be owned exclusively by WCW. To the greatest extent possible, any Work Product shall be deemed to be a "work made for hire" (as defined in the Copyright Act, 17 U.S.C.A. §§ 101 *et seq.*, as amended) and owned exclusively by WCW. Trainee hereby unconditionally and irrevocably transfers and assigns to WCW all right, title and interest in or to any Work Product, including, without limitation, all patents, copyrights, trade secrets, trademarks, service marks and other intellectual property rights therein. Trainee agrees that any ring name, nickname, persona, logo or character developed by him and/or WCW during the Term and used by him in connection with performance of the Services shall be part of the "Work Product," and shall be the exclusive property of WCW. WCW shall have the right to register any such name, nickname or logo as a trademark or service mark of WCW, to the extent WCW considers such registration to be permitted and appropriate under any applicable law. Without regard to any such registration, Trainee hereby covenants that he shall not use any such ring name, nickname, persona, logo or character developed during the Term for any purpose at any time, in perpetuity, without the express consent of WCW. Trainee agrees to execute and deliver to WCW any transfers, assignments, documents or other instruments which WCW may deem necessary or appropriate, from time to time, to vest complete title and ownership of any Work Product, and all associated intellectual property and other rights, exclusively in WCW. If such Work Product is not considered to be a "work made for hire," Trainee hereby

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assigns to WCW for One Dollar (\$1.00) in hand and other good and valuable consideration all rights, title and interest in and to the copyright thereof and all renewals and extensions thereof that may be secured under the laws of any country now or hereafter in force and effect. WCW shall have full, immediate and unrestricted access to all Work Product during the Term of this Agreement.

5. **Compliance with Laws, Rules and Regulations.** (a) Trainee agrees to comply with all applicable policies, rules, procedures and regulations adopted from time to time by WCW (including without limitation the WCW Independent Contractor Rules and Regulations and Travel Policy) and all other applicable federal, state and local laws, rules, regulations, or ordinances; (b) Trainee further agrees to abide by the terms and conditions of the WCW Substance Abuse Policy which Trainee agrees he has received and reviewed.

6. **Representations and Warranties.** Trainee hereby represents and warrants to WCW as follows: (a) Trainee has the full power, authority, ability and legal right to execute and deliver this Agreement and to perform his obligations hereunder; (b) Trainee has all legal rights, power, authority and ability to convey the Work Product to WCW; (c) this Agreement constitutes the legal, valid and fully binding obligation of Trainee and is enforceable in accordance with its terms; (d) the execution, delivery and performance of this Agreement have been consented to and authorized by all individuals or entities required to consent to and authorize the same, will not contravene any law, regulation, judgment or decree applicable to Trainee, and will not cause or result in a breach of or default under any other agreement, contract or understanding to which Trainee is a party; (e) there are no pending claims or litigation which would or might

CONFIDENTIAL

interfere with the performance of Trainee's obligations or the enjoyment of WCW's rights under this Agreement; and (f) Trainee is not currently using, and during the term of this Agreement, shall not use, any illegal drugs, steroids or other substances prohibited by WCW.

7. **Indemnification.** Trainee agrees to indemnify, defend and hold harmless WCW, its directors, officers, and shareholders, and their respective agents, officers and employees, against any and all suits, damages, expenses (including, without limitation, court costs, attorneys' fees and allocable costs of in-house counsel), losses, liabilities and claims of any kind, caused by or resulting from any breach of this Agreement or by any other act or omission of Trainee whether the same may be the result of negligence, willful act, responsibility under strict liability standards, any other substandard conduct or otherwise.

Trainee shall at all times be responsible for any loss or damage to any WCW property by Trainee or while in the possession of Trainee, unless said damage occurs at the direct instruction of WCW as part of a storyline. The loss or damage thereto shall be restored at Trainee's expense.

8. **Term, Termination and Incapacity.**

(a) Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The term of this Agreement shall be divided into consecutive one (1) month periods. During any such period, WCW may terminate this Agreement with or without cause after giving Trainee at least fourteen (14) days prior written notice of such

CONFIDENTIAL

termination. Any such termination shall be effective at the end of the then-current three (3) month period.

(c) Trainee may terminate this Agreement upon the occurrence of any material breach of any provision hereof by WCW which remains uncured for a period of fifteen (15) consecutive days after Trainee has provided WCW with written notice of the breach.

(d) WCW may immediately terminate this Agreement upon the occurrence or at any time during the continuation of any material breach of any provision hereof by Trainee.

(e) WCW may terminate this Agreement or suspend Trainee without pay, for "Good Cause" by written notice setting forth the reason for such termination or suspension. For the purposes of this Agreement, the WCW shall have "Good Cause" for termination of Trainee's Agreement or suspension without pay (i) if Trainee is convicted of or pleads guilty to any felony or a crime involving theft, fraud, or moral turpitude; (ii) if Trainee intentionally violates any law, rule, regulation or order of any governmental authority, thereby exposing WCW, its parent, subsidiaries or any affiliated entity of the WCW to potential civil or criminal penalties; (iii) if Trainee fails to adequately or completely perform any of his duties or obligations hereunder, whether express or implied; (iv) if Trainee fails to follow the direction of WCW's officers; (v) if Trainee engages in conduct or activities involving moral turpitude materially damaging to the business or reputation of WCW; (vi) if Trainee violates the WCW Substance Abuse Policy; (vii) if Trainee otherwise breaches any provision or representation of this agreement; or (viii) if Trainee intentionally misappropriates for his own purpose and

benefit any property of the WCW, its parent, subsidiaries or any affiliated entity of WCW or appropriates any corporate opportunity of WCW, its parent, subsidiaries or any affiliated entity of WCW. Trainee acknowledges that a waiver by WCW of its rights with respect to any provision of this paragraph in one instance will not be deemed to constitute a waiver of its rights with respect to the same or a similar breach thereafter.

(f) This Agreement shall terminate automatically upon the death or incapacity of Trainee.

(g) Trainee acknowledges his present eligibility for workers' compensation through WCW. For so long as WCW maintains worker's compensation coverage, Trainee agrees to accept the benefits provided by said workers' compensation coverage as his sole and exclusive remedy against WCW, (including its parent, affiliates, employees and agents), for any and all injuries sustained during the Term provided said coverage is maintained by WCW and is in effect with respect to such injury. Notwithstanding anything herein to the contrary, WCW shall not be obligated to maintain workers' compensation coverage.

9. **Restrictive Covenants.**

(a) **Confidentiality.** "Confidential Information" shall mean any confidential, proprietary, business information or data belonging to or pertaining to WCW that does not constitute a "Trade Secret" (as defined under applicable law) and that is not generally known by or available through legal means to the public. In recognition of WCW's need to protect its legitimate business interests, Trainee hereby covenants and agrees that Trainee shall not, unless specifically directed by WCW, for any reason or in any fashion, either directly or indirectly use, disclose, transfer, assign, disseminate,

CONFIDENTIAL

reproduce, copy, or otherwise communicate any: Confidential Information, at all times during his contractual relationship with WCW and for a period of one (1) year following the termination thereof for any reason; and Trade Secrets, at all times such information remains a "trade secret" under applicable law. During the Term, Trainee shall: exercise his best efforts to ensure the continued confidentiality of all Trade Secrets and Confidential Information of WCW known by, disclosed to or made available to Trainee, whether in connection with this Agreement or any other past or present relationship with WCW; immediately notify WCW of any unauthorized disclosure or use of any Trade Secrets or Confidential Information of which Trainee becomes aware; and assist WCW, to the extent necessary, in the procurement of or any protection of WCW's rights to or in any of the Trade Secrets or Confidential Information.

(b) Noncompetition. During the Term and within the Territory of this Agreement, Trainee shall perform the Services exclusively for WCW and shall not, directly or indirectly, be employed by, perform services for, or engage or be connected in any manner with any other business entity without the express written consent of WCW. Trainee expressly covenants and agrees that for a period of one hundred and twenty (120) days after any termination or expiration of this Agreement, for any reason (the "Non-Compete Period"), he shall not provide those Services specifically delineated in sections 1(a)(i) and (ii) to any other individual, company or business in the United States, Canada and Japan. In addition, during the Non-Compete Period, Trainee shall not appear or perform in any media (including but not limited to broadcast, pay-per-view and cable television, video replay, telephone hot-line, radio, magazine and internet) in any manner or capacity relating to wrestling or any other related professional, entertainment or

CONFIDENTIAL

athletic event for or on behalf of Titan Sports, Inc. (WWF) or HHG Corporation (ECW) in the United States, Canada and Japan or for broadcast therein. Trainee acknowledges that the Non-Compete Period shall be increased to six (6) months in the event this Agreement is terminated for Good Cause pursuant to paragraph 8(d).

(c) Acknowledgment of Reasonableness. The parties expressly acknowledge the reasonableness and content of the covenants and agreements contained in this section.

10. Notices. All notices and statements provided for or required by this Agreement shall be in writing, and shall be delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or deposited with a recognized national overnight courier service. Notices shall be deemed effective on the earlier of when hand delivered, when deposited with a recognized national overnight courier service or when received by mail.

11. Miscellaneous.

(a) This Agreement, and the documents referenced herein, contain the entire agreement and understanding and shall supersede all prior agreements or understandings concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties. No waiver by either party of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or

WCW 002767

provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) This Agreement is the product of arm's-length negotiations between Trainee and WCW. Trainee expressly states that he has had the opportunity to seek and obtain consultation in connection with the negotiation and execution of this Agreement, and that he fully understands the rights and obligations set forth herein. In the construction and interpretation of this Agreement, no account shall be taken of which party requested or drafted any particular provision or provisions of this Agreement.

(c) Regardless of the place of execution hereof, this Agreement and all amendments hereto, shall be deemed to have been negotiated, made, entered into and fully performed in the State of Georgia, without regard to the actual location at which Trainee provides Services to WCW. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Georgia applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions. Trainee and WCW hereby (i) submit to the jurisdiction of the United States District Court for the Northern District of Georgia and of any Georgia state court sitting in Atlanta for the purposes of all legal proceedings arising out of or relating to this Agreement and (ii) irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any such proceeding which is brought in such a court. Additionally, the parties hereto agree that the State of Georgia shall be the exclusive forum and situs for the resolution of any and all disputes, controversies or matters arising herefrom or related hereto. Trainee's Home Base is

identified solely for travel purposes and shall not affect the choice of law, jurisdiction or venue hereunder.

(d) The parties further agree, notwithstanding the consideration provided for herein, that because of the special, unique and extraordinary nature of the Services hereunder and of the rights and licenses which are the subject matter of this Agreement, WCW shall be entitled to injunctive and other equitable relief to prevent any breach or default by Trainee hereunder, and such relief shall be without prejudice to any other rights or remedies of WCW as may be provided by law.

(e) WCW may hereby assign its rights and delegate its obligations under this Agreement, and if such assignee shall assume WCW's obligations in writing, WCW shall have no further obligations to Trainee. Trainee may not assign this Agreement, in whole or in part, without the prior written consent of WCW, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

(f) This Agreement shall be binding on Trainee and his successors and permitted assigns.

(g) Nothing herein shall be deemed to obligate WCW to use the services of Trainee and WCW shall have fully discharged its obligations hereunder by paying the amount specified herein.

(h) With respect to WCW's rights hereunder, WCW shall have the sole right and discretion to bring any and all claims including but not limited to infringement or unfair competition claims.

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(i) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(j) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(k) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(l) Upon the request of WCW, Trainee agrees to take any and all actions, including, without limitation, the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement.

(m) Notwithstanding any termination of this Agreement, all provisions which, by their terms or reasonable interpretation thereof, sets forth obligations that extend beyond the termination of this Agreement hereof shall survive and remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized representatives to execute this Agreement to be effective as of the day and year first above written.

"TRAINEE"

Signature: Marcel Davis

Printed Name: MARCEL DAVIS

"WCW"

By: John McElfresh

Title: APRIL 28, 1999

DIRECTOR OF Human Resources

CONFIDENTIAL

INDEPENDENT CONTRACTOR AGREEMENT

FOR: MARCIAL DAVIS

EXHIBIT "A"

COMPENSATION: In consideration of Trainee's grant of the rights, licenses and services hereunder, and provided Trainee faithfully and fully performs all of his obligations hereunder, WCW shall pay Trainee \$ €2,600.00 per month.

TERM: This Agreement shall commence as of the date first written above and shall continue for a Term of one (1) year. Thereafter, this Agreement shall automatically renew for two additional Terms of like duration at the same rate set out above, unless WCW shall serve written notice to Trainee at least thirty (30) days prior to the end of the Term of this Agreement of its decision to terminate this Agreement at the end of the Term. Reference herein to the Term hereof means the original term and any such renewal or extended term.

HOME BASE: Atlanta, GA

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

Trainee

World Championship Wrestling, Inc.

CONFIDENTIAL

WCW 002778

TALENT

CONFIDENTIAL

bcc: Bill Busch
Diana Myers
Greg Prince
Amy Davidson

CONFIDENTIAL
WCW 002779



EXHIBIT / ATTACHMENT

10

(To be scanned in place of tab)



JAMES J. DILLON
Chairman, Executive Committee
jj.dillon@turner.com

World Championship Wrestling
A Division of Turner Sports
One CNN Center
Box 105366
Atlanta, GA 30348-5366

FEDERAL EXPRESS

September 28, 1999

Mr. Marcial Davis
6591 Coventry Point
Austell, GA 30168

Dear Marcial:

Pursuant to our recent phone conversation, this letter shall confirm that WCW is exercising its right under paragraph 8(b) to terminate your Independent Contractor Agreement as of the end of your current one (1) month period, October 31, 1999.

Upon termination, you will be released from any further obligation under your current Independent Contractor Agreement and Merchandising Agreement with the exception of those provisions which specifically survive termination.

Marcial, I want to thank you for your efforts on behalf of WCW and your hard work and dedication during your time with us. I wish you the best of luck in all your future endeavors.

Sincerely,

JJ Dillon

**DEPOSITION
EXHIBIT**

40 10 25

WCW 002780

FedEx USA Airbill FedEx
Packing
Number **808917087612**

From (please print and press hard)
7/28/99 Sender's FedEx Account Number 2231-1177-7

Sender's name Georgia Davison Phone (404) 603-3626

Shipper WORLD CHAMPIONSHIP WRESTLING

Address 2865 LOG CABIN DR Dept/Floor/Suite/Room

To SMYRNA State GA Zip 30080

2 Your Internal Billing Reference Information
(Optional) (First 3 characters will appear on invoice)

3 To (please print and press hard)
Recipient's name Marcial Davis Phone ()

Address 6591 Coventry Point Dept/Floor/Suite/Room
(We Cannot Deliver to P.O. Boxes or P.O. ZIP Codes)

4 HOLD at FedEx location, and FedEx address here
Austell State GA Zip 30168

For HOLD at FedEx Location check here
 Hold Weekly Hold Saturday (Not available at all locations)

Not available with FedEx Priority Overnight and FedEx 2Day service

Service Conditions, Declared Value, and Limit of Liability - By using this Airbill, you agree to the service conditions in our current Service Guide or U.S. Air Freight Service Guide. Both are available on request. SEE BACK OF SENDER'S COPY OF THIS AIRBILL FOR INFORMATION AND ADDITIONAL TERMS. We will not be responsible for any claim in excess of \$100 per package whether as a result of loss, damage, or delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your

questions? Call 1-800-Go-FedEx* (800)463-3339 The World On Time

Form No. 0210 SNA13
0210 Sender's Copy

4a Express Package Service Packages under 100 lbs. Delivery restrictions may be listed in service area.

FedEx Priority Overnight FedEx Standard Overnight
(Next business day) FedEx First Overnight FedEx Next Overnight
(Next business day)

FedEx 2Day FedEx Express Saver
(Second business day) FedEx Express (Third business day)

FedEx Under 100 lbs available. Minimum charge One pound rate.

4b Express Freight Service Packages over 100 lbs. Delivery restrictions may be listed in service area.

FedEx Overnight Freight FedEx 2Day Freight FedEx Express Saver Freight

(Next business day) FedEx Express (Second business day) FedEx 3 Business Days

(Call for delivery schedule. See back for detailed descriptions of freight services.)

5 Packaging FedEx Letter FedEx Box FedEx Tube FedEx Pkg
Declared value limit \$250.

6 Special Handling (One box must be checked)

Does this shipment contain dangerous goods? No Yes (Dangerous goods must be declared)

Dry Ice Dry Ice, 1 lb. 105 kg. Cargo Aircraft Only

*Dangerous Goods cannot be shipped in FedEx packages.

7 Payment Recipient Third Party Credit Card Cash Check
Sender's Account No. or Credit Card No. listed

FedEx Account No. _____ Exp. Date _____

Credit Card No. _____

Total Packages Total Weight Total Declared Value* Total Charge

\$.00 \$

*When declaring a value higher than \$100 per shipment, you pay an additional charge. See SERVICE CONDITIONS, DECLARED VALUE, AND LIMIT OF LIABILITY section for further information.

8 Release Signature Sign to authorize delivery without obtaining signature

Your signature authorizes Federal Express to deliver this shipment without obtaining a signature and agrees to indemnify and hold harmless Federal Express from any resulting claims.

321

WCS 0000
Rev. Date 7/98
Part #132075
0100-00000
Printed in U.S.A.

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WCW 002781



EXHIBIT / ATTACHMENT

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(To be scanned in place of tab)

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

3 Walker v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 100-CV-0367-CC
4 Onoo v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-0368-CC
5 Norris v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-0369-CC
6 Easterling v. World Championship Wrestling, Inc., Turner
Sports, Inc., Civ. File No. 1:00-CV-1715-CC
7 Davis v. World Championship Wrestling, Inc. and Turner
Sports, Inc., Civ. File No. 1:00-CV-1716-CC
8 Worthen v. World Championship Wrestling, Inc. and Turner
Sports, Inc., Civ. File No. 1:00-CV-1717-C
9 Speight v. World Championship Wrestling, Inc. and Turner
Sports, Inc., Civ. File No. 1:00-CV-1718-CC
10 Saengsiphon v. World Championship Wrestling, Inc. and
Turner Sports, Inc., Civ. File No. 1:00-CV-1719-CC
11 Reeves v. World Championship Wrestling, Inc. and Turner
Sports, Inc., Civ. File No. 1:00-CV-1720-CC
12 Patterson v. World Championship Wrestling, Inc., Turner
Sports, Inc. and Turner Entertainment Group, Inc.,
Civ. File No. 1:01-CV-1152-CC

DEPOSITION OF JOSEPH N. HAMILTON
MARCH 22, 2002
1:30 P.M.

COPY

A black and white photograph of a hand pointing at a large, dark, spherical object, possibly a planet or a large ball, with the word "Premier" written in a cursive script to the left of it.

CERTIFIED COURT REPORTERS

The Pinnacle, Suite 500 • 3455 Peachtree Road, N.E. • Atlanta, Georgia 30326 • www.premierrptg.com

404-237-1990

800-317-5773

1 looking than Marcial Davis?

2 A I don't think too many guys are.

3 Q You don't think?

4 A I don't think too many guys are better
5 looking than Marcial Davis.

6 Q So Davis might even be better looking than
7 Palumbo?

8 A Oh, yeah.

9 Q And Davis was bigger than Palumbo, right?

10 A Yeah.

11 Q And Davis was just as ripped and cut,
12 right?

13 A No, he wasn't as ripped and cut.

14 Q Okay.

15 A He didn't -- he didn't -- he didn't have
16 as good a body. He had a good body, but he didn't
17 have as good a body as Palumbo.

18 Q Did he have just as good moves as Palumbo?

19 A No.

20 Q Okay. What were better about Palumbo's
21 moves than Davis?

22 A Well, they were just sharper and more
23 crisp.

24 Q Anything else?

25 A That's basic.

Page 65

1 Q How about Lash LaRue? How did you
2 evaluate him as a wrestler?

3 A I thought he was very good.

4 Q Did you think he was better than
5 Bobby Walker?

6 A Yeah.

7 Q In what ways?

8 A I just thought he had a more -- more -- he
9 showed more ring savvy and -- and a better ability to
10 adapt to mistakes in the ring than -- than Bobby.

11 Q Anything else? You have to say yes or no,
12 sir.

13 A Well, I'm trying to think. That's --

14 Q Okay. Please, take your time.

15 A No. That's about all I can think of.

16 Q Okay. How about comparing Lash LaRue with
17 Marcial Davis?

18 A Well, that's comparing oranges and apples,
19 because you've got one guy that's six-seven and you've
20 got another guy that's five-nine or ten. And so
21 you're talking about two completely different styles.

22 You're talking about a big guy, a super heavyweight
23 against a cruiser weight, so it's -- it's an unfair
24 evaluation.

25 Q So Lash LaRue was a cruiser weight?



EXHIBIT / ATTACHMENT

4

(To be scanned in place of tab)

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF GEORGIA
3 ATLANTA DIVISION

4 DAVIS v. WORLD CHAMPIONSHIP WRESTLING, INC. and TURNER
5 SPORTS, INC., CIV. FILE NO. 1:00-CV-1716-CC;
6 SAENGSIIPHAN v. WORLD CHAMPIONSHIP WRESTLING, INC. and
7 TURNER SPORTS, INC., CIV. FILE NO. 1:00-CV-1719-CC;
8 SPEIGHT v. WORLD CHAMPIONSHIP WRESTLING, INC. and TURNER
9 SPORTS, INC., CIV. FILE NO. 1:00-CV-1718-CC;
10 WORTHEN v. WORLD CHAMPIONSHIP WRESTLING, INC. and TURNER
11 SPORTS, INC., CIV. FILE NO. 1:00-CV-1717-CC;
12 REEVES v. WORLD CHAMPIONSHIP WRESTLING, INC. and TURNER
13 SPORTS, INC., CIV. FILE NO. 1:00-CV-1720-CC;
14 EASTERLING v. WORLD CHAMPIONSHIP WRESTLING, INC. and TURNER
15 SPORTS, INC., CIV. FILE NO. 1:00-CV-1715-CC;
16 ONOO v. WORLD CHAMPIONSHIP WRESTLING, INC. and TURNER
17 SPORTS, INC., CIV. FILE NO. 1:00-CV-0368-CC;
18 NORRIS v. WORLD CHAMPIONSHIP WRESTLING, INC. and TURNER
19 SPORTS, INC., CIV. FILE NO. 1:00-CV-0369-CC;
20 WALKER v. WORLD CHAMPIONSHIP WRESTLING, INC. and TURNER
21 SPORTS, INC., CIV. FILE NO. 1:00-CV-0367-CC;
22 PATTERSON v. WORLD CHAMPIONSHIP WRESTLING, INC. and TURNER
23 SPORTS, INC., and TURNER ENTERTAINMENT GROUP, INC.,
24 CIV. FILE NO. 1:00-CV-1152-CC;

25 DEPOSITION OF JAMES A. MORRISON
26 MAY 17, 2002
27 10:10 A.M.

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1 A Yes.

2 Q And they were what?

3 A He was, he certainly had size. He was a big
4 kid. General impression, he was, kind of tended to be a
5 little bit slow and lumbering. And I don't remember the
6 specific time frame that I first saw him or last observed
7 him, but it was over a period of time, and I didn't see any
8 appreciable improvement in what I saw with him that would
9 lead me to believe that he had any great potential.

10 Q Over what period of time did you see him?

11 A I don't have a recollection. It would, I
12 would say for sure over a period of months, but I don't
13 know in the specific time frame or even the dates.

14 Q Do you know if anybody at the WCW ever told
15 Mr. Davis that he did not appear to be improving as time
16 went by?

17 A No.

18 Q Do you know if anybody actually encouraged
19 him and told him that he was doing better?

20 A I don't know that either.

21 Q Do you know if anybody ever told him that he
22 would get an opportunity to wrestle on TV?

23 A I don't know that anybody specifically told
24 him that, but I think all of them in general thought that
25 that was kind of a goal, to eventually improve to the level

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1 that the creative team or someone would put them on
2 television.

3 Q While Mr. Davis was at the Power Plant
4 training, do you know if he was under contract?

5 A Are you talking about the old Power Plant or
6 the new building in Smyrna?

7 Q At any time that he was training at the WCW.

8 A There were limited people who might have
9 been contracted training at the old Power Plant. And I
10 don't have specific knowledge of who did or who didn't. At
11 the new Power Plant, the understanding was that everybody
12 that was there would have been on some type of
13 developmental contract in which they were being compensated
14 to train.

15 Q When was that decision made?

16 A When they moved into the new building in
17 Smyrna, which would have been, if they closed in March of
18 2001, I would estimate they probably had been there two
19 years at that time. I think the facility opened around
20 March, April, May, somewhere in that time frame.

21 Q Of 2000?

22 A No. Of probably '99.

23 Q 1999?

24 A I think they had been there two years.

25 Q And why was the decision made, if you know,

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1 MR. PONTZ: Object to the form of the question.

2 THE WITNESS: Well, who were the four again?

3 BY MR. ICHTER:

4 Q Elix Skipper, Stevie Ray, Ernest Miller or
5 Harrison Norris.

6 MR. PONTZ: Object to the form of the question.

7 MR. ICHTER: I was answering a question.

8 THE WITNESS: Well, I think all four of them I have
9 no recollection of ever having a problem with any of the
10 four in terms of tardiness, no showing or anything else
11 that I would regard as a problem from a talent management
12 perspective.

13 MR. ICHTER: Why don't we take a break, and I'll
14 figure out if there's anything else that I wanted to ask
15 you.

16 THE WITNESS: All right.

17 (Whereupon, there was a brief recess.)

18 BY MR. ICHTER:

19 Q Mr. Dillon, Marcial Davis worked as an
20 interpreter for Mexican wrestlers; correct?

21 MR. PONTZ: Object to the form of the question.

22 THE WITNESS: He helped out on occasion, because he
23 spoke Spanish. And I remember a couple of instances where
24 we had a couple of guys from Mexico that were injured, came
25 to town for treatment. Marcial helped to get them to

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1 doctor's appointments. Marcial was a nice guy.

2 BY MR. ICHTER:

3 Q Was he paid for that work?

4 A I don't know.

5 Q Was he under contract at the time?

6 A He would have, I assume, I don't know for a
7 fact, but I assume he would have been under contract still
8 as a trainee at the Power Plant if he was assisting in that
9 capacity.

10 Q And even if it was at the old Power Plant?

11 A I don't remember.

12 Q Well, the old Power Plant still would have
13 been in existence as of January of 1999; correct?

14 MR. PONTZ: Object to the form of the question.

15 THE WITNESS: I don't know when they closed down.

16 And I don't remember dealing with Marcial on helping with
17 the Hispanics over at the new Power Plant. But I'm not
18 certain of that.

19 (Whereupon, counsel marked
20 Plaintiff's Exhibit 57 for
21 identification.)

22 BY MR. ICHTER:

23 Q I'll show you what's been marked as Exhibit
24 No. 57. It purports to be an E-mail from Brenda Smith to
25 you and Diana Myers regarding interpreters for Mexican



EXHIBIT / ATTACHMENT

5

(To be scanned in place of tab)

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

3 Davis v. World Championship Wrestling, Inc. and Turner
Sports, Inc., Civ. File No. 1-00-CV-1716-CC;
4 Saengsiphon v. World Championship Wrestling, Inc. and
Turner Sports, Inc., Civ. File No. 1-00-CV-1719-CC;
5 Speight v. World Championship Wrestling, Inc. and Turner
Sports, Inc., Civ. File No. 1-00-CV-1718-CC;
6 Worthen v. World Championship Wrestling, Inc. and Turner
Sports, Inc., Civ. File No. 1-00-CV-1717-CC;
7 Reeves v. World Championship Wrestling, Inc. and Turner
Sports, Inc., Civ. File No. 1-00-CV-1720-CC;
8 Easterling v. World Championship Wrestling, Inc. and
Turner Sports, Inc., Civ. File No. 1-00-CV-1715-CC;
9 Onoo v. World Championship Wrestling, Inc., and Turner
Sports, Inc., Civ. File No. 1:00-CV-0368-CC;
10 Norris v. World Championship Wrestling, Inc., and Turner
Sports, Inc., Civ. File No. 1:00-CV-0369-CC;
11 Walker v. World Championship Wrestling, Inc., and Turner
Sports, Inc., Civ. File No. 1:00-CV-0367-CC;
12 Patterson v. World Championship Wrestling, Inc., Turner
Sports, Inc. and Turner Entertainment Group, Inc.,
13 Civ. File No. 1:01-CV-1152-CC

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DEPOSITION OF PAUL ORNDORFF

MAY 7, 2002

10:00 A.M.

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25 CERTIFIED COURT REPORTERS
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1 with Mark Jindrak?

2 MR. PONTZ: I don't think he is asking
3 you about the document. Just answer his question.

4 THE WITNESS: Oh, say it again.

5 Marcial, he was a big guy. He didn't catch on real
6 quick. He didn't really get any better. He was very
7 slow, sort of. It was hard -- not everybody's made
8 for this business. I mean, not everybody -- and he
9 didn't have anything, any special tools or anything.

10 He was just a big guy that I kept him for a
11 while just for potential, to see if he would get better
12 and better and better, which we had like Jindrak. He
13 could do anything practically. He was a heck of an
14 athlete, big kid too. No comparison abilitywise.

15 Q BY MR. GERNAZIAN: Okay. What could Jindrak
16 do that Davis couldn't do?

17 A He was a lot athletically, moves,
18 leapfrogs, different stuff like that, aerial moves
19 that Marcial couldn't do. He couldn't do them. He
20 was 6 foot 5 or 6 foot 6, and Jindrak was about 6'5"
21 and very athletic, very athletic.

22 Q Okay. Do you know what happened to Marcial
23 Davis?

24 A We let him go.

25 Q Okay. Who made that decision?

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1 A I think I did because we had to get down.
2 Because I took the best that they had over there that
3 I thought. We brought them over to the new Power
4 Plant, and they all knew that we are going to be
5 watching you and see how you progress, do you get
6 better and this and this and this, and, you know,
7 you'll be given a contract, but we can let you go at
8 any time. They will do that, and Marcial just wasn't
9 getting any better. It's that simple. We had to --
10 go ahead.

11 Q My question is: Who made the decision?

12 MR. PONTZ: Object to the form. Asked
13 and answered.

14 MR. GERNAZIAN: I am entitled to a
15 responsive answer.

16 A I probably mentioned it because, see, we
17 would evaluate them. We'd have J.J. Whenever it came
18 to evaluations, J.J. was there and whoever was down
19 there looking too, and we would make a decision on
20 that.

21 So it wasn't just me, no, because I never
22 made that decision totally by myself. I might have
23 brought somebody up, but then have J.J. who was always
24 there with me, or whoever else was there to, you know,
25 what's your opinion, because if they saw something in

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

WILLIAM WORTHEN,)
v.)
Plaintiff,)) CIVIL ACTION FILE
WORLD CHAMPIONSHIP WRESTLING, INC.,)
TURNER SPORTS, INC., and)
TURNER BROADCASTING SYSTEM, INC.)
Defendants.)) NO. 1:00-CV-1717-CC

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of
DEFENDANTS' APPENDIX OF DEPOSITION EXCERPTS AND EXHIBITS upon
the interested parties by hand delivery to:

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Kelly Jean Beard
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This 8th day of January, 2003.

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